

January 29, 2003

ExxonMobil
Refining & Supply

Seth Ausubel
Remedial Project Manager
United States Environmental Protection Agency
Region II
Emergency and Remedial Response Division
290 Broadway, 19th Floor
New York, NY 10007-1866



Re: Berry's Creek Study Area 104e Request

Dear Mr. Ausubel:

This letter is in response to the US-EPA's Request for Information under Section 104(e) of CERCLA, 42 U.S.C. paragraph 104(e) on the Berry's Creek Study Area matter. ExxonMobil has completed a due diligence search on the Site located at Malcolm Avenue, Teterboro, Bergen County, New Jersey. We have responded to the questions to the best of our ability and included relevant documents as attachments to the response.

Please contact Michael Skinner at the address and numbers below if you have any questions.

Michael J. Skinner Consulting, LLC
230 Kings Highway East, #300
Haddonfield, NJ 08033
Ofc: 856-429-5336
Email: mjs@superfundmanagement.com

Sincerely,

A handwritten signature in black ink, appearing to read "ZKB", written over a horizontal line.

Zane K. Bolen
Area Manager, Superfund

cc: Clay Monroe, Assistant Regional Counsel, EPA



**EXXON MOBIL CORPORATION
RESPONSE TO USEPA's REQUEST FOR INFORMATION
BERRY'S CREEK STUDY AREA, BERGEN COUNTY, NEW JERSEY
January 29, 2003**

1.
 - a. State the correct legal name and mailing address of your Company.
 - b. Identify the legal status of your Company (corporation, partnership, sole proprietorship, specify if other) and the state in which your Company was organized or formed.
 - c. State the name(s) and address(es) of the President, Chairman of the Board, and the Chief Executive Officer of your Company.
 - d. If your Company is a subsidiary or affiliate of another corporation, or has subsidiaries, identify each such entity and its relationship to your Company, and state the name(s) and address(es) of each such entity's President, Chairman of the Board, and Chief Executive Officer.
 - e. Identify the state and date of incorporation and the agent for service of process in the state of incorporation and the State of New Jersey for your Company and for each entity identified in your response to question 1.d., above.
 - f. If your Company is a successor to, or has been succeeded by another entity, identify such other entity and provide the same information requested in question 1.e., above.

Answer:

- a) *Exxon Mobil Corporation
225 John Carpenter Freeway
Irving, Texas 75062*
- b) *The legal name of the corporation responding is Exxon Mobil Corporation.*
- c) *Lee Raymond, CEO & Chairman, Exxon Mobil Corporation, 225 John Carpenter Freeway, Irving, Texas 75062*
- d) *ExxonMobil objects to this question as overly broad, unduly burdensome and not reasonably calculated to lead to relevant information about the site in question. Without waiving this objection, if there are specific entities that the Environmental Protection Agency believes to be subsidiaries of the Corporation, ExxonMobil would be able to verify, however, the list of current and previous subsidiaries, their specific years of operation, and their officers is overly broad and the task to produce such a list would be onerous.*
- e) *The corporation is incorporated in the State of New Jersey. The Corporation was originally incorporated in 1882. The person(s) to contact regarding this Information Request are:*

*Michael J. Skinner
Michael J. Skinner Consulting, LLC
230 Kings Highway East, #300
Haddonfield, NJ 08033
(856) 429-5336
(856) 429-3479 fax
mjs@superfundmanagement.com*

*Kindra L. Gromelski, Esq.
Exxon Mobil Corporation
Law Department
3225 Gallows Road, 3D-1512
Fairfax, Virginia 22037
(703) 846-2341
(703) 846-5872 fax*

And

The agent for service of process is:

*CSC The United States Corporation Company
2711 Centerville Rd
Wilmington, DE 19808*

f) Please see answer 1b above.

2. Provide a description of the Site, i.e. the property or properties in Teterboro, Bergen County, New Jersey, which your Company owned or owns, or upon which it operated or leased, or currently operates or leases. Include Block and Lot numbers, names of streets or physical features bounding the property(ies), and acreage.

Answer:

The Teterboro Airport fuel farm is owned by the Port Authority of New York and New Jersey (Port Authority). American Port Services (Amports) operates the airport on behalf of the Port Authority. The Teterboro Airport fuel farm is located on Malcolm Avenue approximately mid-way between Route 17 to the west and Industrial Avenue to the east. The site is 386 feet deep and is tapered from 292 feet along Malcolm Avenue to 98 feet along the rear boundary. The total size of the property is 1.72 acres or 75,000 square feet.

*The property is in the Borough of Teterboro, Lot 6, Block 201, Bergen County.
(Attachment # 1)*

3. Provide a narrative description of the nature of the Company's business. If the nature of the Company's business changed over time, please explain how it changed, (including any name changes) and approximately when the changes occurred.

Answer:

ExxonMobil is a global organization and an industry leader in almost every aspect of the energy and petrochemical business. Exxon Mobil Corporation is formerly known as Exxon Corporation, whose subsidiary Exxon Company, U.S.A. leased the Site.

4. Please specify the time period during which the Company leased, owned, and/or operated the Site. If the Company leased, owned or operated at portions of the Site, specify the time periods of such involvement, and appropriate block and lot numbers. If your Company ever leased the Site, provide copies of leases, names, current addresses and telephone numbers of each owner of the Site during the period the Company leased the Site.

Answer:

Exxon Company, U.S.A., or its predecessors, has leased the property (see the answer to Question 2 for lot number etc.) since 1947. The Teterboro Airport fuel farm is owned by the Port Authority of New York and New Jersey (Port Authority). Amports operates the airport on behalf of the Port Authority. Exxon Company, U.S.A. leases the fuel farm property from the Port Authority and Signature Flight Support conducts the daily operation of the fuel farm. (Attachment # 2a, b, c, d, e, f, g)

5. Describe the Site at the time the Company took possession of it. If there was any business at the Site, explain the nature of that business.

Answer:

To the best of our knowledge, the fuel farm has been in operation since the early 1940's. In 1947, the owner / operator was Bendix Airport, Inc., who continued as owner until 1962 when the airport was acquired by the Port Authority of New York. In our current due diligent search, the Company has not found any documentation as to a description of the site at the time of the original lease agreement or the nature of any businesses prior to the time of leasing the Site.

6. Describe in detail the nature of the relationship between the Company and each of the following entities: (1) Exxon Company, USA; (2) Teterboro Exxon; (3) Exxon Storage Terminal; (4) Exxon Fuel Farm. Indicate the time and manner in which the relationships were established. Specifically address the relationships as pertaining to any current or past operations or ownership at the Site.

Answer:

Entities 2, 3, and 4 are not business entities associated with ExxonMobil. The business owner of the fuel farm is Exxon Company, U.S.A, a subsidiary of Exxon Mobil Corporation, f/k/a Exxon Corporation.

7. Describe in detail the nature of the activities conducted by the Company at the Site from the time the Company began operations at the Site until the present time, including:
- the services performed at the Site;
 - all products which the Company manufactured, supplied, or sold which resulted from activities at the Site;
 - research and development activities; and
 - the time period during which those activities occurred.

Answer:

- Fuels Storage Facility*
- No manufacturing or production ever took place at the facility. Aviation gasoline and jet fuel was/is supplied and sold to Fixed Base Operators at the Teterboro Airport.*
- Research or development was/is not conducted at the facility.*
- This facility has been in use for the same purpose by Exxon Company, U.S.A., or a successor since 1947.*

8. Did your Company cease operations at the Site? If so, when? Describe the circumstances that precipitated your Company's decision to cease operations at the Site.

Answer:

The facility is still used by the company.

9. Did your Company generate hazardous wastes at the Site, or does your Company currently do so? Please describe your Company's treatment, storage and/or disposal practices for any hazardous wastes generated at the Site.

Answer:

Exxon Mobil Corporation objects to this question as overly broad, unduly burdensome and not reasonably calculated to lead to relevant information about the site in question. Without waiving this objection, this facility is not a production facility and as such does not have continuing manufacturing production that would potentially generate hazardous waste. If waste is generated at this facility, it would be limited amounts of waste ancillary to fuel storage and distribution operations; however, the facility is not a 'large volume

generator". Such wastes would only consist of rags and filters that might contain limited amounts of petroleum. All wastes are properly stored and disposed in strict compliance with RCRA requirements.

The facility exists solely for the purpose of storage and distribution of aviation fuels for three customers at the Teterboro Airport.

10. Provide a list of all local, state and federal environmental permits ever granted for the Site or any part thereof (e.g., RCRA permits, NPDES permits, etc.)

Answer:

Exxon Mobil Corporation objects to this question as overly broad, unduly burdensome and not reasonably calculated to lead to relevant information about the site in question. Without waiving this objection, ExxonMobil has permits issued pursuant to:

1. RCRA: EPA ID # NJD 981 131 675, no permits
2. NPDES: Stormwater General Permit #NJG0055719 (formerly a NPDES Discharge to Surface Water permit with the same number)
3. Air Permits: #035179, #122891, PCP000001, PCP960002, PCP960006, PCP960005, PCP960004PCP960003, PCP960008, PCP960007, PCP960001, PCP960009, PCP970001
4. UST: Permit #0010496

11. List all hazardous substances (as defined in the "Instructions"), which were, or are, used, stored, or handled at the Site.

Answer:

*Exxon Mobil Corporation objects to this question as overly broad, unduly burdensome and not reasonably calculated to lead to relevant information about the site in question. Without waiving this objection, ExxonMobil is providing a copy of the Community Right to Know Survey for 2001 that includes the chemical inventory report for the facility. This report was originally submitted to comply with Federal Superfund Amendments and Re-Authorization Act (SARA), Title III, Section 312 in 2001. (**Attachment #3**)*

12. State when and where each substance identified in your response to Question 11 was, or is, used, stored, or handled at the Site and the volume of each substance.

Answer:

Please see the answer to question 11. Volumes for the substances on site are included in the SARA report.

13. Describe in detail how and where the hazardous wastes, industrial wastes, and hazardous substances generated, handled, treated, and stored at the Site were, or are, disposed of. If any hazardous wastes, hazardous substances, or industrial wastes were, or are, taken off-site for disposal or treatment, state the names and addresses of the transporters and the disposal facility used.

Answer:

Aviation Gas and Jet Fuel are stored at the site in Above Ground Storage Tanks. If any ancillary waste are generated at the Facility, such as wiping of trace fuel amounts with rags or disposing of spent product filters that are integral to ensuring the quality of the delivered aviation fuel, these wastes are stored in DOT approved, closed impermeable containers and disposed at an approved off-site facility.

14. Who determined, or determines, where to treat, store, and/or dispose of the hazardous substances and/or hazardous wastes handled at the Site? Provide the names and current or last known address of any entities or individuals which made such determination.

Answer:

As stated above, wastes are fully characterized and then disposed via the use of approved carriers and disposal facilities. All such facilities are pre-approved via a stringent internal audit and review program. The person(s) responsible for overseeing these activities is the Environmental Advisor that services the facility. Contact Kindra Gromelski, Esq. (see response to Question 1.f. for contact information) for a list of Environmental Advisors.

15. Describe in detail the remedial activities conducted at the Site under CERCLA, the Resource Conservation and Recovery Act (RCRA), and/or laws of the State of New Jersey. Describe your Company's involvement in the remedial activities.

Answer:

Exxon Mobil Corporation objects to this question as overly broad and unduly burdensome; however, without waiving this objection, ExxonMobil provides a summary of the remedial activities at the facility. All of the current remedial activities are conducted voluntarily by ExxonMobil and are not required by any state or local government agency. This facility does not currently have NJDEP oversight of any kind other than inspections related to the NJPDES-SGP permit, which is not related to site remediation activities. Remediation firms contracted to ExxonMobil are conducting these activities

- Liquid Phase Petroleum Hydrocarbon (LPH) Recovery – 1995 to present. Site visits have been conducted at least once a month to measure liquid levels in all wells at the site and remove any LPH via manual bailing.
 - High Vacuum Extraction Events – 5 events conducted from 1997 through 1998. These events include total phase extraction (vapor, LPH, and water) from targeted wells through application of a vacuum. Fluids recovered from the wells are contained in a vacuum tanker truck and transported offsite for proper disposal.
16. Identify all leaks, spills, or releases into the environment or any hazardous substances, pollutants, or contaminants that have occurred, or are occurring, at or from the Site. Specifically identify and address any leaks, spills, or releases to the Berry's Creek Study Area. Identify:
- a. when such releases occurred;
 - b. how the releases occurred;
 - c. the amount of each hazardous substances, pollutants, or contaminants so released (for substances contained in any sewage effluent from the Site, provide discharge monitoring reports or other data indicating discharge concentrations and loads, as available);
 - d. where such releases occurred;
 - e. where such releases entered the Berry's Creek Study Area, if applicable;
and
 - f. the pathway by which such releases entered the Berry's Creek Study Area, including any storm sewers, pipes, or other conveyances discharging to a water body or wetland; or via surface runoff, groundwater discharge, or any spills, leaks, or disposal activities.

Answer:

- a. Known releases occurred:

- 1) June 15, 1989 (**Attachment #4**);
- 2) September 29, 1993 (**Attachment #5**);

(The rest of the information in b-d will be listed and numbered in the same order respectively)

- b. *Source of release:*
- 1) *June 15, 1989 – AST valve left opened during filling operations. All released material (Jet-A) was contained and recovered within the bermed area surrounding the AST farm.*
 - 2) *September 29, 1993 – Discharge occurred while a surplus fueler was being loaded onto a transport for removal from the facility by agent of the fueler's purchaser. All discharged material and impacted soil were removed from the facility for disposal at an appropriate facility. Post-excavation samples were taken to confirm removal of all impacted media.*
- c) *Amount of release:*
- 1) *June 15, 1989 – Approximately 5,588 gallons of Jet-A fuel. All contained within a berm surrounding the AST farm. All material recovered.*
 - 2) *September 29, 1993 – Approximately 10 gallons of Turbo Fuel A released to ground surface. All impacted soil was excavated and removed for disposal.*
- d) *Where the release occurred:*
- 1) *June 15, 1989 – Within AST tank farm*
 - 2) *September 29, 1993 – In southeastern portion of the property.*
- e) *All released material was contained and did not enter the Berry's Creek. Impacted media was removed from site. The West Riser ditch impact (#4) was not attributable to the facility, and therefore was not evaluated further.*
- f) *Please see the response to Question 16(e).*
17. Please complete the form on page 5, below. Indicate on the form whether each of the chemicals listed has ever been released from the Site to the Berry's Creek Study Area, including creeks, ditches, or other water bodies, or wetlands. Follow all additional instructions on the form. In addition, please answer Question 16, above, specifically addressing any chemicals for which you answered "yes".

Answer:

A storm drain that eventually empties into Berry's Creek was the discharge point for the facility's NJPDES-Discharge to Surface Water (DSW) permit and continues to be the discharge point under the current SGP. The DSW permit

allowed for discharge of total petroleum hydrocarbons at maximum concentrations not to exceed 15 milligrams per liter (mg/l). No testing has been done as to the amounts of specific chemicals on the list and their possible presence in the discharge stream.

18. Identify all companies, firms, facilities, and individuals (hereafter referred to as "customers") from whom your Company obtained, or obtains, materials containing Industrial Waste as defined in Number 6 of the Definitions and whose Industrial Waste was, or is, treated, stored, handled or disposed of at the Site. For each such customer:
- a. Describe the relationship (the nature of services rendered and products purchased or sold) between your Company and the customer;
 - b. Provide Copies of any agreements and/or contracts between your Company and the customer;
 - c. Provide the name and address of each customer who sent such materials, including contact person(s) within said customer;
 - d. Provide shipping and transaction records pertaining to such Industrial Wastes sent by each customer, including but not limited to invoices, delivery receipts, receipts acknowledging payment, ledgers reflecting receipt of payment, bills of lading, weight tickets, and purchase orders; and
 - e. Provide the name and address of all companies and individuals who transported, or transport, Industrial Wastes to the Site.

Answer:

This is not applicable. The facility does not receive hazardous waste.

19. For each customer's Industrial Wastes handled, treated, stored, disposed of at the Site, describe:
- i. the volume;
 - ii. the nature;
 - iii. chemical composition
 - iv. color;
 - v. smell;
 - vi. physical state (e.g., solid, liquid);
 - vii. any other distinctive characteristics; and
 - viii. the years during which each customer's materials were handled,
 - ix. treated, stored, or disposed of at the Site.

Answer:

Please see the response to Question 18.

20. Please supply any additional information or documents that may be relevant or useful to identify other companies or sources that sent industrial wastes to the Site.

Answer:

Please see the response to Question 18.

21. Please state the name, title and address of each individual who assisted or was consulted in the preparation of your response to this Request for Information and correlate each individual to the question on which he or she was consulted.

Answer:

ExxonMobil employees were interviewed and assisted in gathering the attachments to this response to the Request for Information. The employees are:

- *Frank Messina, Remediation Engineer*
- *Jeff Koehn, Aviation Facilities Engineer*
- *Frank Rogers, Air Advisor*

22. For each question herein, identify all documents consulted, examined, or referred to in the preparation of the answer or that contain information responsive to the question and provide true and accurate copies of all such documents.

Answer:

Exxon Mobil Corporation objects to this question as overly broad, unduly burdensome and not reasonably calculated to lead to relevant information about the site in question. Without waiving this objection, responsive documents included in this 104e response package are referenced in each answer where applicable, include as attachments, and properly labeled.

Request for Information Regarding Chemical Releases to the Berry's Creek Study Area

* * *

Instructions: As instructed in Question 17, please complete this form by marking the appropriate spaces. Indicate whether each of the chemicals listed has ever been released from the Site to the Berry's Creek Study Area, including creeks, ditches, or other water bodies, or wetlands. Follow additional instructions below. Return the completed form along with your other responses to the Request for Information in the Matter of the Berry's Creek Study Area, Bergen County, New Jersey. N/A signifies no information available.

	Yes	No	N/A
acenaphthene			
acenaphthylene			
anthracene			
aluminum			
antimony			
arsenic			
benz(a)anthracene			
benzene			
benzo(a)pyrene			
benzo(b)fluoranthene			
benzo(g,h,i)perylene			
benzo(k)fluoranthene			
bis(2-ethylhexyl)phthalate			
butyl benzyl phthalate			
cadmium			
chlorinated dibenzo-p-dioxins (if "yes", please list specific dioxin compounds on a separate sheet)			
chlorinated dibenzofurans (if "yes", please list specific compounds on a separate sheet)			
chlorobenzene			
chloroform			
chromium			
chrysene			
copper			
cyanide			
dibenz(a,h)anthracene			
dichlorobenzene			
1,2-dichloroethene			
di-n-butyl phthalate			
1,2-dichlorobenzene			
1,2-dichloroethane			
dieldrin			
di-n-octyl phthalate			
ethylbenzene			
fluoranthene			✓
	Yes	No	N/A
fluorene			✓
hexachlorobenzene			✓
indeno(1,2,3-cd)pyrene			✓
lead			✓

NA

manganese				
mercury				
methylene chloride				
methyl ethyl ketone				
methyl mercury				
2-methylnaphthalene				
naphthalene				
nickel				
pentachlorophenol				
petroleum hydrocarbons				
phenanthrene				
phenol				
polychlorinated biphenyls (if "yes" please list specific congeners and aroclor on a separate sheet)				
polycyclic aromatic hydrocarbons (if "yes", please list specific compounds on a separate sheet, if not listed on this page)				
pyrene				
selenium				
silver				
1,1,2,2-tetrachloroethane				
tetrachloroethylene				
thallium				
toluene				
1,2-trans dichloroethylene				
1,1,1-trichloroethane				
trichloroethylene				
vinyl chloride				
xylene				
zinc				✓

Michael Skinner Exxon Mobil
 Name of person completing form Company

Exxon Site @
 Site (as defined in the "Instructions")
 Malcolm Ave, Teterboro, Bergen County, NJ

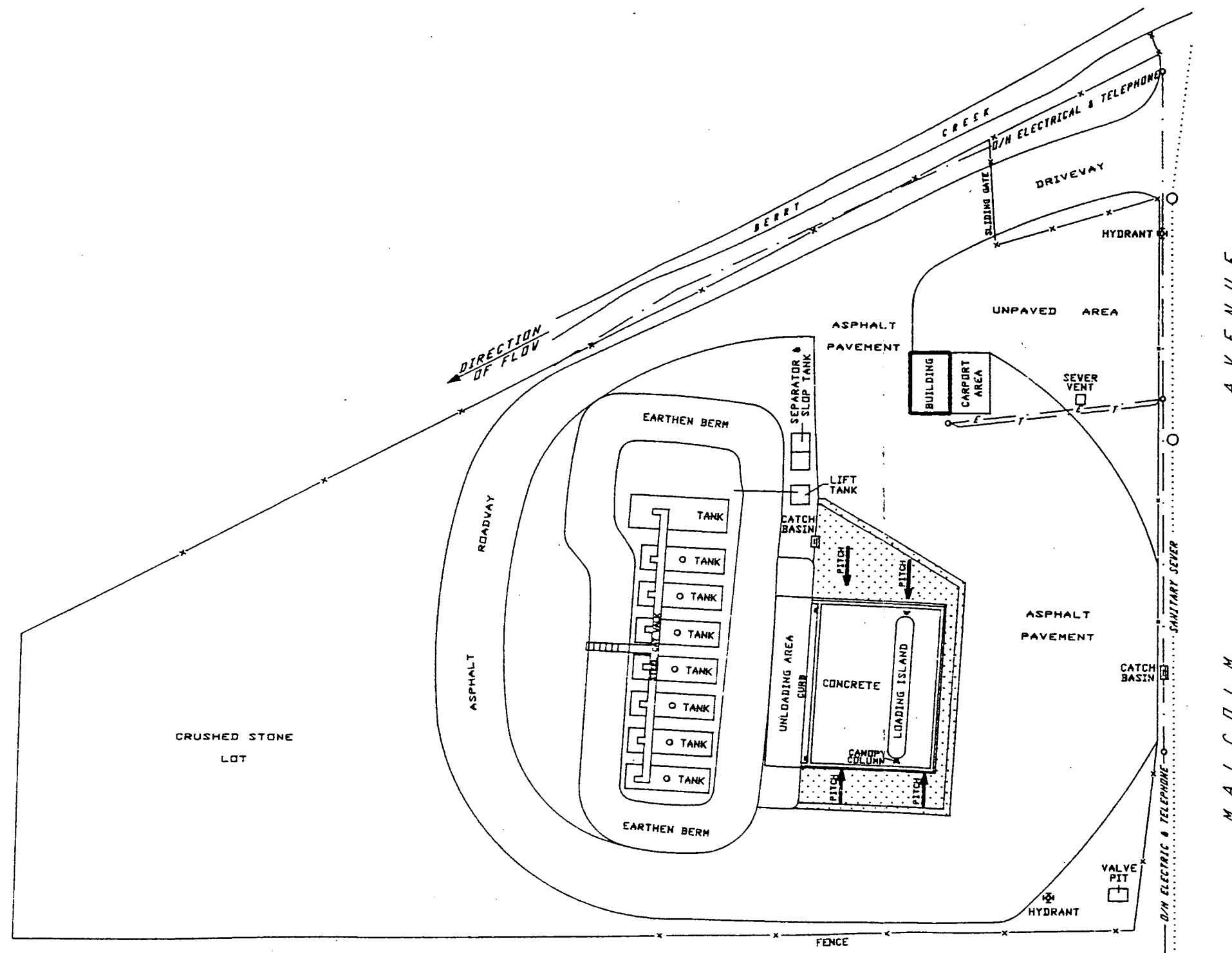
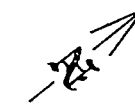
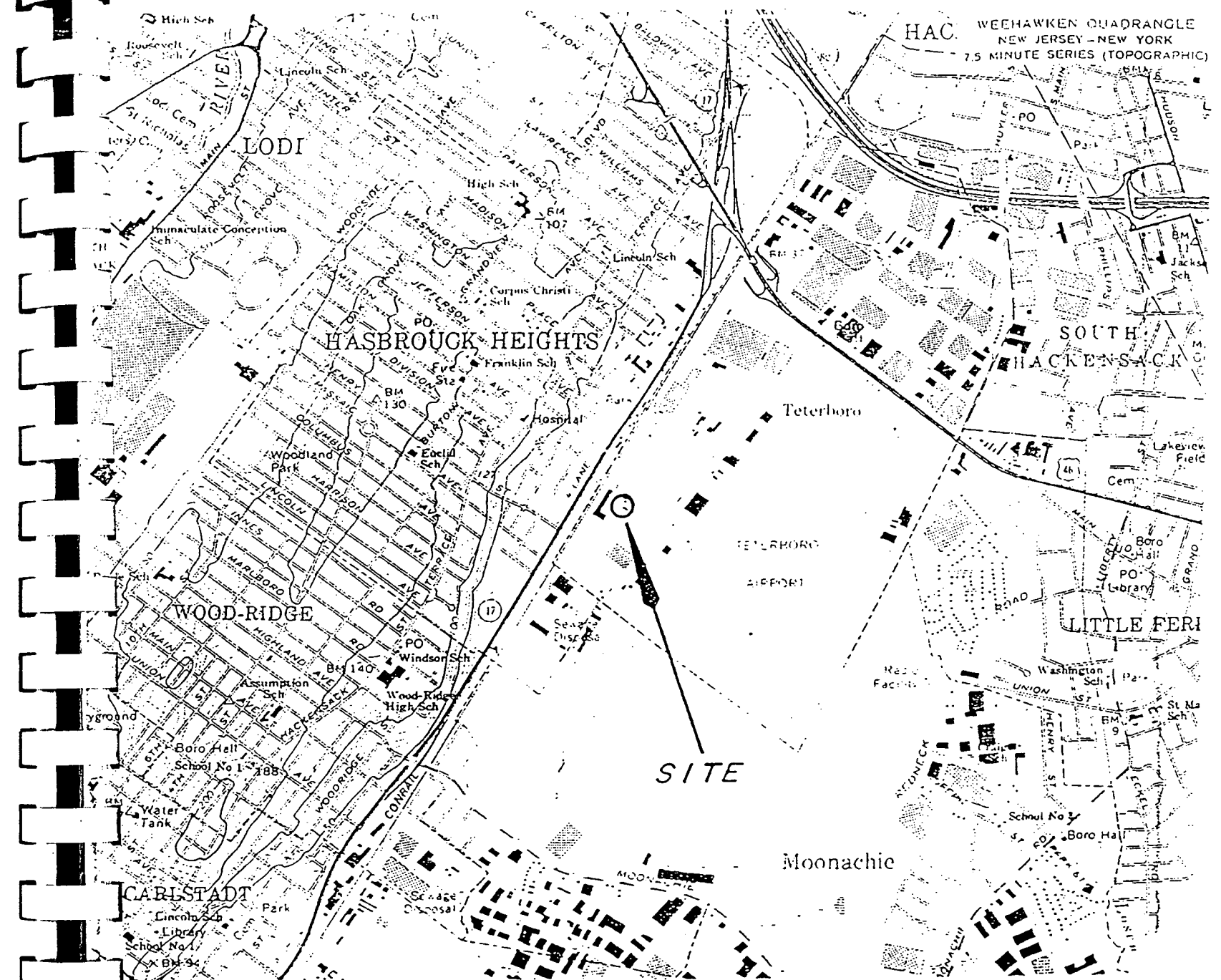


FIGURE 2
SITE PLAN
EXXON AVIATION
LOCATION No. 3033
TETERBORD, NEW JERSEY

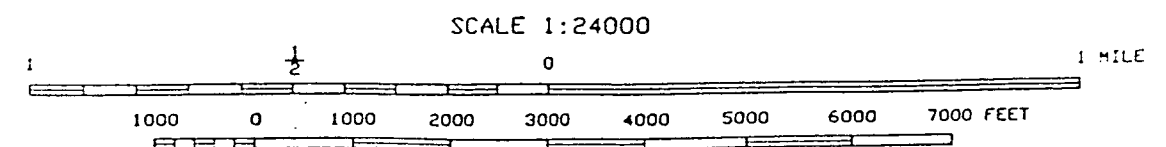


0 10 20 30 40 50 FT.
SCALE: 1 INCH = 40 FT.



TETERBORO AIRPORT FUEL FARM
 LOCATION No. 3033
 COLM AVENUE
 TETERBORO, NEW JERSEY

FIGURE 1
 SITE LOCATION MAP



OPERATING AGREEMENT

Attachment 2a

THIS AGREEMENT, made this 1st day of MARCH 1980, by and between TETERBORO AIRCRAFT SERVICE, INC. (hereinafter called "TAS"), and EXXON COMPANY, U.S.A. (a division of EXXON Corporation) (hereinafter called "EXXON").

WITNESSETH, THAT:

WHEREAS, TAS desires to operate the Fuel Farm for EXXON, and

WHEREAS, TAS and EXXON deem it mutually desirable to define the rights, obligations and responsibilities of each with regard to the operation use and maintenance of the Fuel Farm;

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits to be derived herefrom, TAS and EXXON agree to the following covenants, terms and conditions:

1. TERM. The term of this agreement shall commence on January 1, 1980 and shall continue in full force and effect until the termination of the Aviation Dealer Products Sales Agreement between the parties hereto dated February 28, 1983, and any extension or renewals thereof, or until December 31, 1984, whichever first occurs, or as further set forth in Item 19 hereof, or at any time upon the termination of the lease between EXXON and Pan American World Airways, Inc. (hereinafter called "PAN AM") for the existing fuel farm.

2. DESCRIPTION OF PREMISES. The Fuel Farm which is the subject of this agreement is the aviation fuel storage and dispensing facility more fully described in Exhibit "A" of the USE and OCCUPANCY AGREEMENT TA 137 between PAN AM and EXXON Corporation, Teterboro Airport, Teterboro, NJ.

3. USE OF THE FUEL FARM FACILITIES. The Fuel Farm is to be used to carry out the delivery of EXXON owned aviation fuels as set forth more explicitly herein.

a. The Fuel Farm is to be used for the exclusive handling and storage of EXXON owned product. You shall furnish twenty-four (24) hours a day, seven (7) days a week service to our customers and without delay or inconvenience and as may be required by us and our customers.

b. EXXON has contracted and will contract with certain of its customers, including TAS, (hereinafter "Concessionaires") on the Airport, to provide aviation fuels at the Fuel Farm. It is agreed that such Concessionaires may load their mobile fueler trucks at the fueler truck loading rack, with fuel from the Fuel Farm operated by TAS hereunder.

c. The above listed uses are the only uses permitted hereunder unless the parties hereto agree otherwise in writing.

4. PRODUCT ACCOUNTING. Title to all product delivered into the Fuel Farm by EXXON shall remain in EXXON until the same is delivered through the Fuel Farm meter(s) to the EXXON Concessionaire's mobile fueler(s), at which point title shall pass to EXXON'S Concessionaires when it is withdrawing product from the Fuel Farm for sale to its own customers. The aforementioned meters shall be calibrated and sealed as required by EXXON. TAS shall immediately notify EXXON of any tampered or broken seal and shall inspect said seals regularly. The procedure to be followed with respect to deliveries, sales and losses shall be as follows:

a. Deliveries to Fuel Farm. TAS shall be responsible for ordering fuel products from EXXON so that adequate fuel inventories are maintained in the Fuel Farm. Delivery tickets shall be provided to TAS by the deliverer for all product delivered into storage in the Fuel Farm. TAS will list all such deliveries from EXXON on a Warehouse Receiving Report (Form 948-0050) daily. The volumes indicated on the delivery tickets shall be used as the actual volume input.

b. Sales. TAS will compose daily composit reports of all meter sales using the forms attached hereto as Form "A" and send the

same to the EXXON Accounting Center in Houston, Texas. Copies of the Form "A" will be sent by TAS to the Bayonne, New Jersey EXXON Terminal. EXXON will then invoice EXXON's Concessionaires and TAS will be compensated on the basis of the information shown on the daily issue of Form "A".

c. Losses and Gains. Excluding major losses attributable to catastrophic destruction of equipment, TAS shall be responsible for all losses net of any gains of product at the Fuel Farm which are shown by adding the opening inventory at the commencement of each month to the volume of product delivered into the Fuel Farm as shown on the supplier delivery tickets and Form 948-0050 for that month, and deducting therefrom the actual product delivered to EXXON's Concessionaires as shown by the meter sales volumes for the month (Form "A" for month). The volume in the storage tanks will be gauged at the same time as the meter readings. EXXON will provide TAS with its report Form "B" which will be used for this purpose and EXXON, at its own expense, may witness the gauging of the tanks and reading of meters as noted above.

The Closing Book Inventory shall be calculated as per Form "B" monthly as follows:

Opening Book Inventory for the Month (which is the Closing
Book Inventory of previous month)

Plus

Supplier Delivery Tickets

Minus

Meter Sales for the Month

Equals

Closing Book Inventory for the Month.

The storage tanks will be gauged monthly at the same time that all meter readings are taken to determine actual inventory on hand and this sum will be compared to the Closing Book Inventory. Variations, if any, will be settled on a monthly basis. TAS will pay EXXON for all losses in excess of 1/10 of one

percent for aviation gasoline and 2/10 of one percent for turbo fuel (with no consideration or allowances being given to gains attributable to any other monthly period) on EXXON's total throughput for the applicable period at the current EXXON, Teterboro, New Jersey, Dealer Tank Wagon price or at any other price basis EXXON has established for its Concessionaire(s) on the Airport.

In addition to the above, TAS will follow other written EXXON accounting procedures and instructions as issued from time to time pertaining to its performance of this Agreement.

5. REMUNERATION. In consideration for the operation of the Fuel Farm by TAS as set forth herein, EXXON agrees to pay TAS, on a monthly basis, Fifteen Hundred Dollars and no cents (\$1,500.00), plus .3¢ per gallon for all aviation fuels sold through the Fuel Farm to its Concessionaires on the Airport as set forth in Section 4 (b) herein.

6. INDEMNIFICATION. TAS SHALL INDEMNIFY AND HOLD EXXON ITS SUCCESSORS AND ASSIGNS, HARMLESS AGAINST ANY LOSSES, CLAIMS, CAUSES OF ACTION, AND LIABILITIES ON ACCOUNT OF DAMAGE TO PROPERTY OR INJURY TO OR DEATH OF PERSONS ARISING OUT OF OR IN CONJUNCTION WITH ANY NEGLIGENT OR UNLAWFUL ACT(S) OF TAS COMMITTED IN THE COURSE OF THE HANDLING, STORAGE, SALE OR USE OF THE PRODUCT STORED AND HANDLED AT THE FUEL FARM.

7. INSURANCE. TAS agrees to maintain solely at its expense such comprehensive general liability insurance or the equivalent thereof, including coverage for premises, products, completed operations and contractual liability as TAS may deem in its interest to provide protection for TAS. TAS shall furnish a certificate of said insurance to EXXON evidencing such coverage. The certificate shall specify that the insurance company will provide 30 days notice in writing to EXXON in the event of any material change in, or cancellation of the policy or policies.

8. MAINTENANCE. Inasmuch as TAS has custody of and operates the Fuel Farm on behalf of EXXON, TAS and EXXON agree to the following maintenance responsibilities:

A. EXXON shall:

1. Install and/or provide and make available equipment to TAS properly serviced, clean and in good operating condition.
2. Keep equipment painted and properly marked for fuel grade and trademarks.
3. In compliance with the terms, conditions and covenants between PAN AM and EXXON, furnish and install and perform all work in connection with the following items whose replacement or repair is required because of normal usage.
 - a. Tanks or leaks in tanks, and pipes or leaks in pipes.
 - b. Pumps and motors.
 - c. Meters, air eliminators and turbo fuel filter/separator cases.
 - d. Hose reels, hose reel motors and mechanisms.
 - e. Filter and filter/separator elements.
 - f. Dispensing hoses and nozzles
 - g. Bonding wire and attaching devices
 - h. Strainer screens

4. Provide suitable fire-fighting apparatus in operable condition in accordance with NFPA 407 and all applicable PAN AM requirements.
5. Make periodic inspections at reasonable intervals. Inspections will be made jointly with TAS's representatives when possible and the inspection form will be co-signed by TAS's representative.

B. TAS shall:

1. At its own expense, repair any and all damage caused to the Fuel Farm as the result of the willful or negligent acts or omissions of TAS, its employees or agents. At TAS's option, TAS shall reimburse EXXON the reasonable cost of repairing any such damage in lieu of repairing the Fuel Farm.
2. Permit EXXON and PAN AM free and unhindered access to the Fuel Farm at all times during normal business hours.
3. Notify EXXON, in writing, of any defect in the equipment which EXXON is obligated to repair or replace except however that such notice shall be by telephone, to EXXON's Maintenance Center in Pelham, New York, when such defect, in the judgement of TAS, impairs the safe operation of the Fuel Farm as is the intent hereunder.
4. Have the sole responsibility to perform the following routine inspections, maintenance, procedures to maintain product quality and maintain the equipment in a safe, efficient and suitable condition.

- a. (1) Perform daily inspections in accordance with the Daily Inspection Record-Fixed Equipment Storage System and Product Receipt Record forms as furnished by EXXON or in accordance with a similar program as agreed to in writing by EXXON, (2) maintain a file of executed Daily Inspection Record-Fixed Equipment Storage System and Product Receipt Record forms for a minimum of three months available for EXXON or EXXON's agents' inspection and evaluation.
- b. Notify EXXON of any observation of products or system checks that reflect non-maintenance of product quality and cease using equipment and dispensing of product when quality cannot be maintained or restored by proper service procedures by TAS and when maintenance of equipment is required by EXXON.
- c. Maintain the fuel storage and dispensing areas in good order, neatly trimmed, free of debris and containers and well drained.
- d. Keep fences secure and gates, tanks, valves, and switches locked when not in actual use.
- e. Properly dispose of water, sediment and minor contaminated products from quality control sampling and/or other procedure/source.
- f. Maintain electrical power to the equipment location suitable to the equipment thereon and replacing lights, lamps, fuses and circuit breakers as necessary.

- g. Maintain in suitable and operable condition the fire-fighting apparatus furnished by EXXON. Replace all such apparatus either unlawfully removed from the Fuel Farm or determined by EXXON or PAN AM as not suitable for further use due to the negligence or abuse of TAS.
- h. Hand oil and/or apply lubricants to hinges, latches, controls or other linkages, valves, reels and all other locations suitable for hand oiling and/or lubrication.
- i. Perform all such routine equipment maintenance, care and adjustment not specifically set out above as the responsibility of EXXON and TAS which are routinely required to provide safe operation of the equipment and of the products being dispensed.
- j. Daily, read and record differential pressure for each filter/separator and when any unit's pressure reaches or exceeds 13 lbs. psi, TAS is to notify EXXON accordingly.
- k. Daily, during cold weather operation, inspect the electric filter/separator heaters. TAS is to notify EXXON whenever a unit is determined to be inoperative.
- l. Weekly, inspect and clean truck offloading delivery point strainers. TAS is to notify EXXON whenever a strainer(s) requires replacement.

5. TAS may request EXXON, in writing, to perform any of the maintenance specified in Item 8B above and if EXXON performs such maintenance, TAS will reimburse EXXON for all costs thereof. EXXON's inability or refusal to perform any such maintenance at TAS's request shall not relieve TAS of its responsibility therefor.

9. LAWS, RULES AND REGULATIONS

- a. TAS acknowledges the existence of, will adhere to and will cause its officers, agents, employees, servants, invitees and sub-contractors to adhere to the rules and regulations, prescribed by PAN AM for operations at the Airport, and to any such amendments thereto as shall from time to time be made by PAN AM or its designee.
- b. TAS acknowledges that the whole of the Airport is subject to the rules and regulations promulgated from time to time by the Federal Aviation Administration of the United States and to the supervision, inspection and regulations of its representatives; and TAS agrees to abide by and cause its officers, employees, and servants to abide by all said rules and regulations and promptly to obey all orders in respect thereof. Without limiting the generality of the foregoing, TAS will promptly comply with and cause its officers, agents and servants to promptly comply with the following provisions:
- (1) TAS in the operations to be conducted pursuant to this agreement and otherwise in the use of the Airport, will not discriminate or permit

discrimination against any person or class of persons by reason of race, color, creed, sex, religion, age or national origin in any manner prohibited by Exhibit B, which is attached and incorporated into this Agreement.

- (2) TAS shall make its services hereunder available on fair and reasonable terms without unlawful discrimination on the basis of race, creed, sex, religion, age, color or national origin and shall not withhold its services from any person without just cause.

10. CORPORATE IDENTIFICATION. EXXON may install on the premises signs or other corporate identification of its business. The size, type, and location of such signs or other corporate identification shall comply with PAN AM's regulations with respect to such matters and shall be subject to PAN AM's written consent.

11. PERSONAL PROPERTY. All personal property of EXXON, including without limitation, fuel tanks, pumps, filter/separators, pipes, valves, and electrical switch gear and other equipment, machinery and trade fixtures, placed or installed in, on or under the Fuel Farm by EXXON whether or not affixed to the realty, will remain the property of EXXON who shall have the right to remove such property at any time during the period hereof; provided any damage caused to the premises as a result of such removal is repaired by EXXON. TAS will not encumber or remove said property or do or suffer to be done anything by which said equipment or any part thereof shall be seized, taken on execution, attached, destroyed, or injured or by which EXXON's title thereto may in any way be altered, destroyed or prejudiced.

12. IMPROVEMENTS. EXXON shall have the right, but not the obligation, to install at the Airport such additional equipment as it deems appropriate to safely, effectively and economically supply aviation fuels at the Airport. EXXON shall retain title to any such additional equipment that it may install at the Airport, and the obligations of TAS stated in provision 11 shall be applicable to such additional equipment.

13. INTERRUPTION. Subject to the approval of PAN AM, in the event TAS ceases to operate the Fuel Farm for any reason and whether or not beyond TAS's control, including, without limitation, insolvency proceedings of any kind, for a period in excess of three days EXXON shall have free and unencumbered access to and the right to use the Fuel Farm, with its employees, its agent or assigns to supply aviation fuel to its Concessionaires; to operate or remove its mobile equipment leased to TAS. In the event the Airport is closed for a period in excess of thirty days, EXXON shall have the right to suspend this Agreement without liability on its part, notwithstanding anything to the contrary contained in this Agreement, until the airport is operating again, but in no case longer than the duration of this contract.

14. DEFAULT.

- A. In the event either party to this Agreement is in material breach of its obligations hereunder, then the other party shall have the right to declare a default and to cancel, without obligation on its part, this Agreement forthwith provided, however, that the defaulting party be previously notified in writing of its material breach and fail to correct such material breach within 30 days of the

receipt of said notice. Notwithstanding the foregoing, there shall be no requirement of written notice nor shall EXXON have to give TAS an opportunity to cure a material breach in order to declare a default of this agreement if such breach is a repetition of a previous material breach. In addition to the foregoing and notwithstanding any inconsistent provision hereof, TAS shall be deemed in immediate default if TAS shall be convicted of a crime in connection with its operations hereunder. Termination or cancellation of this Agreement for any reason shall not relieve the parties of any obligation theretofore accrued under this Agreement.

- B. If TAS receives a notice of default, for any reason, from PAN AM, TAS must immediately furnish to EXXON a copy of such notice of default.
- C. Notwithstanding any other right of termination granted to TAS by EXXON under this Agreement, TAS must immediately furnish to EXXON a copy of any notice of termination it sends to PAN AM with respect to any right of termination granted to TAS by PAN AM.

15. FORCE MAJEURE. Any delays in or failure of performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages if and to the extent that such delay or failure is caused by occurrences beyond the reasonable control of the party affected including, but not limited to: acts of God or the public enemy; expropriation or confiscation of facilities, compliance with any order or request of any governmental authority; acts of war, rebellion or sabotage or damage resulting therefrom; embargoes or other import or export restrictions, fires, floods,

explosions, accidents, breakdowns, riots or strikes or other coverted acts of workmen, whether direct or indirect; or any other causes whether or not of the same class or kind as specifically above named which are not within the reasonable control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent or provide against. Neither party hereto shall be required to settle strikes, differences with workmen, or government claims by acceding to any demands when, in the discretion of the party whose performance is interferred with, it would be inadvisable to accede to such demands.

16. TAXATION. In the event that by legislative enactment or court or administrative decision it be determined, by PAN AM, that TAS shall be liable for any tax, or charge in lieu of taxes, or use charge, assessed against the personal property or improvements thereon of EXXON in the Fuel Farm, then EXXON shall reimburse TAS for such taxes or charges as TAS may have paid so long as EXXON retains title to the taxes facility.

17. CONDEMNATION.

A. In the event the Fuel Farm shall be condemned or taken for any public use or quasi-public use, then this Agreement shall terminate on the date of such condemnation or taking and EXXON shall be entitled to receive the gross amount of consideration given for the taking of said facilities to the extent of its interests as they may appear notwithstanding the fact that the consideration might be paid, in whole or in part, to PAN AM or TAS or both. In the event that TAS receives said consideration, either directly or from PAN AM, then TAS shall promptly remit the same to EXXON.

- B. If, in the event of any partial taking of the aforesaid premises or facilities, and EXXON in its sole judgement determines that the part remaining shall be reasonably sufficient and suitable for EXXON's use for the purposes contemplated by this Agreement, this Agreement shall not thereupon terminate.
- C. If, in the event of any such partial taking, EXXON in its sole judgement determines the part so taken shall be insufficient and unsuitable for EXXON's use for the purposes contemplated by this Agreement, and EXXON elects not to restore the premises, then upon written notice to TAS this Agreement shall terminate, such termination shall not constitute a breach of this Agreement.

18. DESTRUCTION OF PREMISES.

- A. In the event that the Fuel Farm is totally destroyed by fire or other casualty, or damaged to an extent of more than seventy-five percent (75%) (determination of the extent of damage to be made by EXXON), then EXXON shall have the right to terminate this Agreement immediately. The proceeds of such policies of insurance as are carried per Provision 7 of this Agreement shall first be used to remove all debris and restore the Fuel Farm (site restoration only) to a condition satisfactory to PAN AM with the balance payable to EXXON as its interests in the facilities destroyed or damaged shall appear in the same manner as set forth in Item 17A above.
- B. In the event that EXXON reopens its Fuel Farm after closing it in accordance with the previous subparagraph, and if the destruction was not caused by any act or omission of TAS, then TAS shall have the

right of first refusal on operations of the Fuel Farm for the remainder of the period stated in Provision 1 of this Agreement.

19. TERMINATION. If TAS or EXXON for any reason elects to terminate this Agreement at any time, including at the expiration of the stated term hereof, or TAS defaults in its obligations to EXXON as set forth in this Agreement then EXXON may enter into a Fuel Farm Storage and Handling Facilities Operating Agreement with a third party.

20. BUSINESS PRACTICES CLAUSE

- A. Each party hereto agrees to comply with all laws and lawful regulations applicable to any activities carried out in the name of or on behalf of the other party under the provisions of this Agreement and/or any amendments to it.
- B. Each party hereto agrees that all financial settlements, billings and reports rendered to the other party as provided for in this Agreement and/or any amendments to it will to the best of its knowledge and belief reflect properly the facts about all activities and transactions related to this Agreement, which data may be relied upon as being complete and accurate in any further recording and reporting made by such other party for whatever purpose.
- C. Each party hereto agrees to notify the other party promptly upon discovery of any instance where the notifying party fails to comply with provision (A) above, or where the notifying party has reason to believe data covered by (B) above is no longer accurate and complete.

21. ASSIGNMENT. This agreement is not assignable or transferable by TAS, directly or indirectly, without prior written consent of EXXON and PAN AM.

22. WAIVER. No waiver by either party of any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

23. NOTICES. All notices required or permitted to be given by this Agreement shall be deemed properly given if delivered in writing personally or sent by registered mail, return receipt requested, to TAS or EXXON as the case may be at the addresses set forth below, or to such other addresses as may be furnished by either party to the other in writing.

President
Teterboro Aircraft Service, Inc.
Teterboro Airport
401 Industrial Avenue
Teterboro, New Jersey 07608

Commercial Sales Manager
Exxon Company, U.S.A.
800 Bell Street
Houston, Texas 77001

24. ENTIRE AGREEMENT. THE ENTIRE AGREEMENT IS CONTAINED HEREIN AND THERE ARE NO WRITTEN OR ORAL UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES AFFECTING IT AND ANY ALTERATION HEREOF SHALL BE OF NO EFFECT UNLESS IN WRITING AND SIGNED BY THE PARTIES HERETO.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this instrument as of the day and year first hereinabove set forth.

Attest: RHODA HAGAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 10, 1981

Rhoda Hagan

TETERBORO AIRCRAFT SERVICE, INC.

By [Signature]
Title: President

Attest:

Rebecca S. Neisig
Rebecca S. Neisig
Notary Commission
Expires 1-31-81

EXXON COMPANY, U.S.A.
(a division of EXXON Corporation)

By [Signature]
Title: "EXXON"
Industrial & Consumer Business
Manager

Non-Discrimination

Without limiting the generality of any of the provisions of this Agreement, TAS, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, color, creed, sex, religion, age, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Space, (2) that in the construction of any improvement on, over, or under the Space and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, religion, age, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination, (3) that TAS shall use the Space in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to TAS's operations thereat, whether by reason of agreement between PAN AM and EXXON.

TAS shall include the provisions of the above subsection in every agreement or concession pursuant to which any person or persons, other than TAS, operates any facility at the Space providing services to the public and shall also include therein a provision granting PAN AM a right to take such action as the United States may direct to enforce such covenant.

TAS's noncompliance with the provisions of this Section shall constitute a material breach of the Agreement. In the event of the breach by TAS of any of the above nondiscrimination provisions,

EXXON may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from EXXON, EXXON shall have the right to terminate this Agreement with the same force and effect as a termination under the Section of the Agreement providing for termination for default by TAS in the performance or observance of any other term or provision of the Agreement; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, EXXON may take such action as the United States may direct.

TAS shall indemnify and hold harmless EXXON, PAN AM and the Port Authority from any claims and demands of third persons including the United States of America resulting from TAS's noncompliance with any of the provisions of this Section and TAS shall reimburse EXXON, PAN AM, and the Port Authority for any loss or expense incurred by reason of such noncompliance.

Nothing contained in this Section shall grant or shall be deemed to grant to TAS the right to transfer or assign the Agreement, to make any agreement or concession of the type mentioned in this Section, or any right to perform any construction on the Space.

May 15 1985
Date:

Exxon Agreement No. 3033

TERMINALING AGREEMENT
EXXON COMPANY, U.S.A.

4
Attachment 2b

EXXON COMPANY, U.S.A. a division of Exxon Corporation, (a New Jersey corporation), hereinafter "Exxon" and Teterboro Aircraft Service, Inc., hereinafter "Contractor", with addresses as they appear with their signatures below, agree as follows:

BASIC AGREEMENT OF THE PARTIES

Contractor agrees during the term of this agreement and any extension hereof, to provide facilities and perform services in connection with products to be tendered by Exxon.

Contractor agrees to:

1. Receive Exxon's product from Exxon's various supply points and store such products at the Teterboro Fuel Farm facility as described in Exhibit F.
2. Ship Exxon's products according to instructions provided by Exxon and perform other services specified herein.
3. Use handling procedures, as specified by Exxon, to protect the quality of Exxon's products, so as to ship such products as the same quality and characteristics as received from Exxon. See attached Exhibit D.
4. Account to Exxon for all product receipts, withdrawals and volumes in inventory at reasonable intervals of time as are reasonably required by Exxon and outlined herein.
5. Provide such information as Exxon may require regarding the basis for rate escalation, changes in tax rate or assessments, changes in labor rates, and all other matters that may in the future affect the rates Exxon is required to pay for services by Contractor.
6. Fulfill its other obligations specified under TERMS AND CONDITIONS, herein.
7. Insure that the Fuel Farm facility is used solely for the storage of Exxon aviation fuels.
8. Make the Fuel Farm facility available to customers designated by Exxon on a 24 hours a day and seven days a week basis. It is agreed that between the hours of 11 pm and 6 am each day customers will be required to give Contractor 30 minutes notice before arriving at the Fuel Farm to load aviation fuel. Exxon shall have the right to change the hours of operation any time during the term of this contract by notifying Contractor 90 days in advance of such change. If Exxon eliminates the 30 minute notification provision of this contract, Contractor and Exxon shall have the right to renegotiate the fees paid the Contractor under this contract. If agreement cannot be reached, this contract shall terminate 90 days after notification that the contract fees are to be renegotiated.
9. Perform the maintenance described in Exhibit C, all such maintenance will be performed at the Operator's sole expense.
10. Allow Exxon, or its agents, contractors or designee free and unhindered access to the Fuel Farm facility at all times.

Exxon agrees to:

1. Pay Contractor for the facilities provided and the services rendered by Exxon hereunder, in accordance with provisions outlined in the various schedules of Exhibit G-FACILITIES AND CHARGES.
2. Fulfill its other obligations specified under TERMS AND CONDITIONS herein.

TERMS AND CONDITIONS

I
SERVICES

1. Contractor agrees to supply labor, clerical help, and scheduling coordination to order and receive Exxon's products via tank truck into storage tanks and to dispense from storage tanks into trucks.
2. Contractor will deliver from the terminal, Exxon's products stored in the tanks to Exxon purchasers upon receipt of written orders from Exxon. Exxon shall designate the transportation companies that will receive such deliveries when the purchasers do not receive delivery in their trucks.
3. Contractor will perform certain quality tests for Exxon and communicate results as outlined in Exhibit D.

II
CHARGES AND ACCOUNTING

1. Exxon agrees to pay Contractor for the services rendered by Contractor hereunder in accordance with the following provisions:

As outlined in schedules of Exhibit G. Additional schedules will be added if terminaling is expanded for new products.
2. Respective parties will follow the accounting procedures and provide each other with those documents set out in Exhibit A.

III
TERMS

The term of this Agreement is for a three-years beginning May 15, 1985, and ending May 14, 1988, and from year-to-year thereafter until one of the parties gives 90 days cancellation notice prior to the anniversary date of this contract.

Either party shall have the right to require that the fees charged under this contract be renegotiated. Such right will be limited to the month of May of each contract year, and may not be exercised prior to May 1, 1986. If agreement on new fees cannot be reached within 90-days of such notification, this contract will terminate.

IV
SPECIAL PROVISIONS

1. Contractor agrees to advise Exxon promptly of any product outages and delayed shipments to Exxon's customers.
2. Contractor will be deemed to have purchased or replace any product which is delivered by Contractor to others without specific instructions from Exxon or contrary to Exxon's instructions. Such product shall be deemed purchased at the time of delivery. The purchase price for such product will be Exxon's prevailing price at the time such product is delivered.

V
GENERAL PROVISIONS

1. This agreement shall be binding on and inure to the benefit of the successors and assigns of Contractor and Exxon.
2. The General Provisions attached hereto as Exhibit B are a part of this agreement.

VI
OTHER PROVISIONS

- Exhibit A - Accounting Provisions
- Exhibit B - General Provisions
- Exhibit C - Maintenance Requirements
- Exhibit D - Product Testing and Quality Control
- Exhibit E - Loss Allowance
- Exhibit F - Description of Fuel Farm Facilities
- Exhibit G - Fees

This Agreement cancels and supersedes all prior Agreements.

TETERBORO AIRCRAFT SERVICE, INC.

By: [Signature]

Date: 5/16/85

Address: 401 Industrial Ave
Teterboro NJ 07608

EXXON COMPANY, U.S.A.
(A Division of Exxon Corporation)

By: [Signature]

Date: 6/10/85

Address: 16945 Northchase Blvd.
Hampton, Texas 77210

FR
FORM APPROVED

EXHIBIT A

ACCOUNTING PROVISION

1. Respective companies shall forward shipping documents and invoices as below:

Exxon to: Teterboro Aircraft Services, Inc.
 401 Industrial Avenue
 Teterboro, New Jersey 07608

Contractor to: Exxon Company, U.S.A.
 1100 U.S. Highway
 Route 1, Box 66
 Linden, New Jersey 07036
2. Inventory records will be maintained in accordance with accounting procedures provided by Exxon's Houston Accounting Center and will be available for verification by authorized representatives of Exxon.
3. Contractor will maintain and provide Exxon with a monthly Bulk Stock Report and copies of such receiving, inventory, delivery and inspection records and reports including exchange information as Exxon shall require from time to time or as shown in Exxon's Field Accounting Manual. Before each barge, truck, or tank car is received by Contractor, the quantity contained therein, as indicated by the transportation group, shall be recorded on the receiving report. Actual quantity received shall be determined by and recorded on the receiving report, to be signed by Contractor and copy furnished to Exxon. The amount of product loaded by Contractor into any truck, or tank car, or barge for purchaser from Exxon shall be determined by measurement methods specified in Exhibit B, paragraph 3, with such amount recorded on a delivery ticket, to be receipt for by the transporter and a copy thereof sent to Exxon within 24 hours after the transaction. All such meter tickets shall be mailed to Exxon Company, U.S.A., Stock Control, P. O. Box 2169, Houston, Texas 77001. Representatives of Exxon and of the City and State Inspection Offices may enter the property of Contractor at any reasonable time to make inspection and investigations of the product inventory and the pumping, storage, and loading equipment of Contractor as they may deem necessary or desirable.
4. So long as Exxon's property is in Contractor's hands or situated at the Teterboro Fuel Farm, Contractor shall be responsible or liable for an shall indemnify Exxon for (a) such loss or damage thereto caused by Contractor's employees, agents or its contractors, (b) product losses in excess of those shown in Exhibit A, (c) contamination caused by Contractor's employees, agents, or its contractors, if such contamination makes the product unsaleable, (d) personal injury (including death) or property damage to property of third parties excluding damage caused by pollution if caused by the negligence of Contractor's employees, agents or contractors.

5. Stock Loss: The product losses shall not exceed the percentages of the annual thruput, of all products shown on Schedule E. Contractor shall pay Exxon for product to the extent of such excess losses on an annual basis or return such product to Exxon. Products returned to Exxon shall meet Exxon's specifications. If payment is made, product will be purchased by Contractor at Exxon's posted price on the date of the last transaction of the year.
6. Rehabilitation Act of 1973 and listing of Employment Opening (Executive Order 11701) are part of this Agreement.
7. Contractor agrees to review, verify and sign the monthly verification report prepared by Exxon and return a signed copy of the report by the middle of the following month. The monthly volume verification report shall contain any discrepancies alleged by Contractor.

EXHIBIT B

GENERAL PROVISIONS

1. Deliveries and Receipts: Deliveries and receipts shall be made within the terminal's usual business hours and at such times as may be mutually agreed upon provided that reasonable advance notice is given.
2. Title: Title to all product received by Contractor for the account of Exxon shall at all times remain in Exxon; except as provided in Paragraph V, Special Provisions, subparagraph B of this contract.
3. Measurements: Volumes of product received by or into barge must be determined by shore tank measurements (after correction for undisplaced volume in lines) and confirmed by barge compartment ullage measurement, with appropriate rectification made of significant differences between the two. Barge papers must be forwarded to Marketing Accounting Center immediately upon completion of the receipt with all pertinent data.

Volumes of product delivered into or from truck/rail car will be determined on the basis of sealed rack meters, which will be tested and recalibrated every six months or 3 million gallons, whichever occurs sooner. Exxon will have the right to witness such calibrations and have access to calibration records.

Volumes into or from pipelines shall be measured by terminal tank gauges or calibrated meters.

Weekly and/or monthly reports to Exxon of products received, disbursed, and inventory on hand or required. The use of independent (Saybolt, Martin, etc.) inspection to provide the basis of quantity and quality transferred will be available at Exxon's option. Volumes measured under this Agreement shall be at ambient temperature.

4. Inspection: Either party may demand an inspection as to quantity or quality of product by a disinterested third party. In such event, reasonable cost of such inspection shall be borne equally by the parties hereto.
5. Taxes: Exxon agrees to pay promptly all taxes, assessments and fees (including charges assessed in lieu thereof) that may be assessed against the products of Exxon at Contractor's terminal.
6. Audit: Exxon shall have the right to audit, at its cost and expense and during ordinary business hours, the accounting records and other pertinent documents which relate to receipt, storage, or delivery of Exxon products handled under this agreement and to take physical inventory as may be required in Exxon's opinion to verify the related inventory records. Contractor shall retain these records and documents so to be available to Exxon for audit for a period of three years after termination of this agreement.

In the event an issue arises which cannot be resolved satisfactorily otherwise, Exxon agrees to make available to Contractor for their review Exxon's official delivery, measurement, and product quality records which relate to specific deliveries under this agreement.

7. Regulations:

Governmental Regulations - Each party warrants the products delivered hereunder shall be in full compliance with all applicable federal and state laws and regulations, including those applicable to environmental pollution and all presidential proclamations which apply to either party; that the receiving party may lawfully receive, sell, use and transport such products in interstate and intrastate commerce, and agrees to furnish to the other party any evidence required to provide compliance with such laws, regulations and proclamations and to file with governmental agencies reports evidencing such compliance if required by laws, regulations and proclamations. In the event said laws, regulations and proclamations require installation of and/or modification to the present facilities and/or additional operational expenses, Contractor and Exxon shall enter into good faith negotiations to determine a reasonable compensation by Exxon for said additional cost.

Safety Regulations - Each party shall be responsible to the other party for its employees, agents and contractors' compliance with all of the other party's safety regulations when such employees, agents or contractors are on the premises of the other party in connection with this agreement.

8. Force Majeure: Neither party shall be responsible for any loss or damage resulting from any failure or delay in delivery or failure to perform in whole or in part hereunder, except for payment of any sums accrued and due hereunder on the date of the force majeure, as a result of fire, flood, storm, earthquake, tidal wave, Act of God, war, military operation, national emergency, civil commotion, strikes or any other differences with workmen or from any delay or failure in delivery or failure to perform when the supplies of either party or the facilities of production, manufacture, transportation or distribution, which otherwise would be available to either party, are impaired by causes beyond either party's control, or by the order, requisition or request of any governmental agency or authority upon either party's compliance therewith, or by governmental preparation for regulation or any other delay or failure.

9. Modification, Waiver, Assignment and Termination:

Modification - This agreement may be modified or rescinded only by a written agreement signed by both parties.

Waiver - No waiver by either party or any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same of any other covenant or condition.

Assignment - This agreement is not assignable or transferable by either party directly or indirectly without the written consent of the other.

Termination of Prior Agreements - This agreement terminates and supersedes any prior agreement between the parties hereto, covering the terminaling of products (s) covered by this agreement.

10. Entire Agreement: This writing is intended by the parties to be the final expression of their agreement and is also intended to be the complete and exclusive statement of the terms of this agreement. THERE ARE NO ORAL UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES AFFECTING IT.
11. Notices: All notices required or permitted by this contract shall be deemed to have been properly given when delivered personally or sent by mail to the parties hereto at the respective address set forth herein or at such other address as may be furnished by either party to the other in writing.
12. Should Exxon terminate this agreement or the use of any tank covered by this agreement, as outlined under III TERM, it shall be the obligation of Exxon to reimburse Contractor for all cost of disposal or unuseable product (bottoms) stored in dedicated tank(s). Said disposal is necessary to meet environmental regulatory requirements.
13. Conflict-of-Interest Clause: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Exxon's best interests. This obligation shall apply to the activities of the employees and agents or Contractors in their relations with the employees and their families of Exxon and of third parties arising from contract and accomplishing services hereunder. Both parties' efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, extravagant entertainment, payments, loans or other considerations for the purpose of influencing any individual to act contrary to Exxon's best interest.
14. Indemnification: Parties to the agreement shall indemnify, defend and hold each other harmless from claims, demands, and causes of action asserted against each other by any person (including, without limitation, their employees) for personal injury or death or for loss of or damage to property and resulting from each party's sole negligence or willful misconduct hereunder. Where personal injury, death, or loss of or damage to property is the result of the joint negligence or misconduct of both parties, each party's duty of indemnification shall be in proportion to its allocable share of such joint negligence or misconduct.

15. Insurance: At all times during the performance of work hereunder, each party shall carry and maintain in force Workers' Compensation and Employer's Liability Insurance in accordance with law which may be applicable to all its employees engaged in performing the work. Each party further agrees to carry and maintain in force Comprehensive General Liability Insurance with a minimum limit of \$1,000,000 for any one loss occurrence.
16. Business Ethics Provisions: Contractor agrees to comply with all laws and lawful regulations applicable to any activities carried out in the name of or on behalf of Exxon Company, U.S.A. under the provisions of this agreement and/or any amendments to it. Contractor agrees that all financial settlements, billings, and reports rendered to Exxon Company, U.S.A., as provided for in this agreement and/or any amendments to it, will reflect properly the fact about all activities and transactions handled for the account of Exxon Company, U.S.A., which data may be relied upon as being complete and accurate in any further recording and reporting made by Exxon Company, U.S.A., for whatever purpose. Contractor agrees to notify Exxon Company, U.S.A., promptly upon discovery of any instance where Contractor fails to comply with provisions stated above.
17. This Agreement shall terminate if the Fuel Farm facility shall be condemned in whole or in part, or taken by government authority for any public use or quasi-public use. Exxon shall be entitled to receive the gross amount of consideration given for the taking of said facilities to the extent of its interest notwithstanding the fact that the consideration might be paid, in whole or in part, to Operator.

In the event that the Fuel Farm facility is totally destroyed by fire or other casualty, or damaged to the extent that reconstruction is not economically justified (the determination of the extent of damage to be made by Exxon) then Exxon shall have the right to terminate this Agreement immediately without incurring any liability to the Operator.

EXHIBIT C

MAINTENANCE REQUIREMENTS

Operator will perform the following maintenance functions during the term of this Agreement solely at its own expense:

1. Repair promptly any and all damage caused by Operator or its employees, agents, contractors, or servants.
2. Notify Exxon immediately of any defect in the equipment. In such a case, the Fuel Farm facility will be closed until the defect in the equipment is repaired. The notification will be made to Exxon's Aviation Maintenance Center located at 3801 Boston Street, Baltimore, Maryland 21224.
3. Inspect all meters and insure that such are calibrated and sealed as required by Exxon and notify Exxon immediately of any tampered with or broken seals or malfunctioning meters. Said seals shall be inspected on a daily basis. In the event of a discovery of tampered with or broken seals or malfunctioning meters, Operator shall:
 - a. Cease dispensing of the affected product.
 - b. Perform a physical inventory in accordance with month-end procedure, which includes completion of Form B.
 - c. Promptly notify Exxon's Aviation Maintenance Center, as previously designated.
4. Perform the following routine inspections and preventive maintenance procedures:
 - a. Perform the daily inspection and maintenance procedures that are necessary in order to complete Exxon's "Daily Inspection Record-Fixed Equipment Storage System Form", and the procedures during each receipt that are necessary to complete the "Product Receipt Record Form" which are attached hereto and made a part hereof. Operator will maintain a file that insures the retention of each form for a minimum of three months.
 - b. Maintain the appearance of the Fuel Farm facility in good order, free of debris and containers, and grass neatly trimmed.
 - c. Keep fences secure and gates, tanks, valves, and switches locked when not in use.
 - d. Properly dispose of water, sediment and minor contaminated products from quality control sampling and other maintenance procedures.

- f. Maintain in suitable and operating condition and secure against misuse or misappropriation, the fire fighting apparatus in the Fuel Farm.
- g. Hand oil or grease, as appropriate on a scheduled basis, all hinges, latches, controls, or other linkages, valves, reels, and all other equipment that requires periodic lubrication.
- h. On a daily basis, read and record the differential pressure of each filter, separator, and when any unit's differential pressure equals or exceeds 13 lbs. psi, notify Exxon's Aviation Maintenance Center immediately.
- i. During the months of October through March, inspect daily the electric filter separator heaters and notify Exxon's Aviation Maintenance Center whenever a unit is determined to be inoperative.
- j. Weekly, inspect and clean truck offloading delivery point strainers and immediately notify Exxon's Aviation Maintenance Center whenever a strainer(s) requires replacement.
- k. Perform all such routine equipment maintenance, care and adjustments not specifically set out above which are routinely required to provide safe operation of the equipment and quality control of the products being dispensed.

EXHIBIT D

PRODUCT QUALITY CONTROL PROCEDURES

RECEIPT PROCEDURES

Operator will perform the following during product receipts:

1. Check and verify the transport manifest as to product and volume.
2. Gauge and record receiving tank to determine if tank can accommodate the quantity to be offloaded.
3. Draw a sample from each tank truck compartment into clean glass bottle or white porcelain bucket. Sample must be "clear and bright". Gravity at ambient temperature must match the manifest gravity. If jet fuel does not meet the "clear and bright" test the load is not to be accepted.
4. Unload into one tank at a time.
5. Check for possible leaks on delivery hose, pipelines, filters, valves, etc. after the unloading pump has been started.
6. Tank truck driver and operator shall remain on hand until the delivery has been completed.
7. Gauge tank after receipt and check for water. Record on required form.

FIXED FACILITIES

Operator shall be responsible for ensuring :

1. No water accumulates or remains in storage tanks or filter/separators.
 - a. All water must be drawn off as much as possible and disposed of properly.
2. No fuel is withdrawn from tank while receiving fuel into that tank. Product must be allowed to settle for one (1) hour per foot.
3. Millipore color test is be run on the inlet and outlet of each filter/separator at least quarterly.

SCHEDULE E

STOCK LOSS ALLOWANCES

Aviation Gasoline 100 - 2/10 of one percent of the total thruput of aviation gasoline 100 for the 12-month period during which the stock loss is calculated.

Aviation Turbo Fuel - 1/10 of one percent of the total thruput of turbo fuel for the 12-month period during which the stock loss is calculated.

EXHIBIT F

DESCRIPTION OF THE FUEL FARM FACILITY

The Fuel Farm Facility which is the subject of this Agreement, is the aviation fuel storage and dispensing facility fully described in Exhibit A of the "Use and Occupancy Agreement TA-137" between Pan Am and Exxon Corporation.

EXHIBIT G

FEES

In consideration for the operation of the Fuel Farm Facility, Exxon will pay the following fees on a monthly basis:

- A fixed fee of \$3,000.00 per month
- A thruput fee of \$.0030 per gallon for all aviation fuels sold through the Fuel Farm Facility to Exxon's designated customers.
- Fees may be negotiated under the provisions of paragraph III of the Basic Agreement of the Parties.

eff.
5-15-85
5-14-88
TETERBORD
AIRCRAFT
Services

#3033

* BULK PLANT Expense
New Agreement

This is A thruput FEE
That we pay to
Teterboro AIRCRAFT

April 30, 1987

Mr. John E. Maguire
Operations Manager
Teterboro Aircraft Service, Inc.
401 Industrial Avenue
Teterboro, New Jersey 07608

Dear John:

Based upon recent negotiations, we propose amending and modifying certain provisions of the terminalling agreement dated May 15, 1985 between Exxon and Teterboro Aircraft Service, Inc., at Teterboro, New Jersey effective July 15, 1987.

- Replace paragraph 8 of BASIC AGREEMENT OF THE PARTIES, Contractor agrees to: with the following:
 8. Make the Fuel Farm facility available for product receipts and customer deliveries on a 24 hours a day and seven days a week basis; except that between 11:00 P. M. December 24th and 6:30 A. M. December 26th, customers will be required to give Contractor 2 hours notice before arriving at the Fuel Farm to load aviation fuel.
- Replace paragraph 3. Measurements of Exhibit B General Provisions with the following:
 3. Measurements: Volumes of product delivered into or from trucks will be determined on the basis of loading rack meters, or in the case of meter failure or absence of meters, trucks shall be weighed both empty and loaded on a State Certified truck scale. Exxon shall maintain seals on its meters and shall test and calibrate its meters at intervals of six months or three million gallons whichever occurs first. Volumes measured under this Agreement shall be at ambient temperature.
- Replace paragraph 4. Inspection of Exhibit B General Provisions with the following:
 4. Inspection: Either party may demand an inspection as to quality or quantity of product by a disinterested competent third party. In such event, cost of such inspection shall be borne by the requesting party.

- Replace Schedule E, Stock Loss Allowances with revised Schedule E, Stock Loss Allowances (4-30-87) attached hereto.
- Replace Exhibit G, Fees with revised Exhibit G, Fees (4-30-87) attached hereto.
- Add the following paragraph to Exhibit A, Accounting Provisions.

8. Invoices associated with the tank farm operation will be paid by Exxon within 15 days from receipt of the invoice.

- Add the following paragraphs to Exhibit B, General Provisions.

18. Environmental. In the event of any product spills or other environmentally polluting discharge caused by the operation of delivering or receiving vessels or vehicles, Teterboro is authorized to commence containment or clean up operations as deemed appropriate or necessary by Teterboro and shall notify Exxon immediately of such operations. All reasonable costs of containment or clean up for such spill or discharge shall be borne by Exxon; except that, in the event a spill or discharge is the result of joint negligence by both Exxon and Teterboro, costs of containment or clean up shall be borne jointly by Exxon and Teterboro in proportion to each party's negligence.

Exxon shall be considered the "generator" of all wastes generated in storage tanks for purposes of federal, state or local hazardous and non-hazardous waste laws and regulations. Exxon shall perform the duties and responsibilities of the "generator" in compliance with all applicable laws and regulations, including (without limitation) identifying, packaging, manifesting, reporting, recordkeeping, handling, transporting, and disposing of all hazardous and non-hazardous liquid or solid wastes removed from storage tanks.

19. Title and Custody. Title to all product received at the tank farm shall remain with Exxon.

Custody of products shall pass to Teterboro at the time product enters the storage tank receiving line. Custody of products shall remain with Teterboro until product passes the flange at the point of delivery into Exxon's nominated trucks.

20. Taxes. Exxon has the responsibility to pay all taxes, assessments and fees (including any charges assessed in lieu thereof) that may be assessed against the products, waste or property of Exxon at the tank farm.

Mr. John E. Maguire

-3-

April 30, 1987

21. Default. Should Teterboro or Exxon default in the prompt performance and observance of any of the terms or conditions of this agreement and should such default continue for thirty (30) or more days after written notice by Exxon or Teterboro, then the party not in default shall have the right, at its option, to terminate this agreement.

Except as amended above, the contract between Exxon and Teterboro Aircraft Service, Inc. will continue in full force and effect.

Please signify your acceptance of this Letter of Amendment by signing below and returning one copy to me.

Very truly yours,



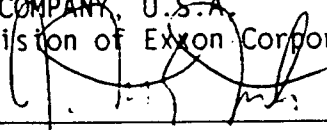
M. R. Leibbert

MRL/1187C

TETERBORO AIRCRAFT SERVICE, INC.

EXXON COMPANY, U.S.A.
(a division of Exxon Corporation)

By: _____

By: _____  T

Title: _____

Title: Manager - Products & Gas Liquids

Date: _____

Date: 4/28/87

Exxon Agreement No. 3033

SCHEDULE E

STOCK LOSS ALLOWANCES

Aviation Gasoline 100 - 3/10 of one percent of the total thruput of aviation gasoline 100 for the 12-month period during which the stock loss is calculated.

Aviation Turbo Fuel - 2/10 of one percent of the total thruput of turbo fuel for the 12-month period during which the stock loss is calculated.

EXHIBIT G

FEES

In consideration for the operation of the Fuel Farm Facility, Exxon will pay the following fees on a monthly basis:

- A fixed fee of \$7,075.00 per month
- A thruput fee of \$.0030 per gallon for all aviation fuels sold through the Fuel Farm Facility to Exxon's designated customers.

TERMINALING AGREEMENT
EXXON COMPANY, U.S.A.

EXXON COMPANY, U.S.A. a division of Exxon Corporation, (a New Jersey corporation), hereinafter "Exxon" and Teterboro Aircraft Service, Inc., hereinafter "Contractor", with addresses as they appear with their signatures below, agree as follows:

BASIC AGREEMENT OF THE PARTIES

Contractor agrees during the term of this agreement and any extension hereof, to provide facilities and perform services in connection with products to be tendered by Exxon.

Contractor agrees to:

1. Receive Exxon's product from Exxon's various supply points and store such products at the Teterboro Fuel Farm facility as described in Exhibit F.
2. Ship Exxon's products according to instructions provided by Exxon and perform other services specified herein.
3. Use handling procedures, as specified by Exxon, to protect the quality of Exxon's products, so as to ship such products as the same quality and characteristics as received from Exxon. See attached Exhibit D.
4. Account to Exxon for all product receipts, withdrawals and volumes in inventory at reasonable intervals of time as are reasonably required by Exxon and outlined herein.
5. Provide such information as Exxon may require regarding the basis for rate escalation, changes in tax rate or assessments, changes in labor rates, and all other matters that may in the future affect the rates Exxon is required to pay for services by Contractor.
6. Fulfill its other obligations specified under TERMS AND CONDITIONS, herein.
7. Insure that the Fuel Farm facility is used solely for the storage of Exxon aviation fuels.
8. Make the Fuel Farm facility available to customers designated by Exxon on a 24 hours a day and seven days a week basis. It is agreed that between the hours of 11 pm and 6 am each day customers will be required to give Contractor 30 minutes notice before arriving at the Fuel Farm to load aviation fuel. Exxon shall have the right to change the hours of operation any time during the term of this contract by notifying Contractor 90 days in advance of such change. If Exxon eliminates the 30 minute notification provision of this contract, Contractor and Exxon shall have the right to renegotiate the fees paid the Contractor under this contract. If agreement cannot be reached, this contract shall terminate 90 days after notification that the contract fees are to be renegotiated.
9. Perform the maintenance described in Exhibit C, all such maintenance will be performed at the Operator's sole expense.
10. Allow Exxon, or its agents, contractors or designee free and unhindered access to the Fuel Farm facility at all times.

Exxon agrees to:

1. Pay Contractor for the facilities provided and the services rendered by Exxon hereunder, in accordance with provisions outlined in the various schedules of Exhibit G-FACILITIES AND CHARGES.
2. Fulfill its other obligations specified under TERMS AND CONDITIONS herein.

TERMS AND CONDITIONS

**I
SERVICES**

1. Contractor agrees to supply labor, clerical help, and scheduling coordination to order and receive Exxon's products via tank truck into storage tanks and to dispense from storage tanks into trucks.
2. Contractor will deliver from the terminal, Exxon's products stored in the tanks to Exxon purchasers upon receipt of written orders from Exxon. Exxon shall designate the transportation companies that will receive such deliveries when the purchasers do not receive delivery in their trucks.
3. Contractor will perform certain quality tests for Exxon and communicate results as outlined in Exhibit D.

**II
CHARGES AND ACCOUNTING**

1. Exxon agrees to pay Contractor for the services rendered by Contractor hereunder in accordance with the following provisions:

As outlined in schedules of Exhibit G. Additional schedules will be added if terminaling is expanded for new products.
2. Respective parties will follow the accounting procedures and provide each other with those documents set out in Exhibit A.

**III
TERMS**

The term of this Agreement is for a three-years beginning May 15, 1985, and ending May 14, 1988, and from year-to-year thereafter until one of the parties gives 90 days cancellation notice prior to the anniversary date of this contract.

Either party shall have the right to require that the fees charged under this contract be renegotiated. Such right will be limited to the month of May of each contract year, and may not be exercised prior to May 1, 1986. If agreement on new fees cannot be reached within 90-days of such notification, this contract will terminate.

IV
SPECIAL PROVISIONS

1. Contractor agrees to advise Exxon promptly of any product outages and delayed shipments to Exxon's customers.
2. Contractor will be deemed to have purchased or replace any product which is delivered by Contractor to others without specific instructions from Exxon or contrary to Exxon's instructions. Such product shall be deemed purchased at the time of delivery. The purchase price for such product will be Exxon's prevailing price at the time such product is delivered.

V
GENERAL PROVISIONS

1. This agreement shall be binding on and inure to the benefit of the successors and assigns of Contractor and Exxon.
2. The General Provisions attached hereto as Exhibit B are a part of this agreement.

VI
OTHER PROVISIONS

- Exhibit A - Accounting Provisions
- Exhibit B - General Provisions
- Exhibit C - Maintenance Requirements
- Exhibit D - Product Testing and Quality Control
- Exhibit E - Loss Allowance
- Exhibit F - Description of Fuel Farm Facilities
- Exhibit G - Fees

This Agreement cancels and supersedes all prior Agreements.

TETERBORO AIRCRAFT SERVICE, INC.

By: [Signature]

Date: 5/16/85

Address: 401 Industrial Ave
Teterboro NJ 07608

EXXON COMPANY, U.S.A.
(A Division of Exxon Corporation)

By: [Signature]

Date: 6/10/85

Address: 16945 Northchase Blvd.
Houston, Texas 77210

JFR
FORM APPROVED

EXHIBIT A

ACCOUNTING PROVISION

1. Respective companies shall forward shipping documents and invoices as below:

Exxon to: Teterboro Aircraft Services, Inc.
401 Industrial Avenue
Teterboro, New Jersey 07608

Contractor to: Exxon Company, U.S.A.
1100 U.S. Highway
Route 1, Box 66
Linden, New Jersey 07036

2. Inventory records will be maintained in accordance with accounting procedures provided by Exxon's Houston Accounting Center and will be available for verification by authorized representatives of Exxon.
3. Contractor will maintain and provide Exxon with a monthly Bulk Stock Report and copies of such receiving, inventory, delivery and inspection records and reports including exchange information as Exxon shall require from time to time or as shown in Exxon's Field Accounting Manual. Before each barge, truck, or tank car is received by Contractor, the quantity contained therein, as indicated by the transportation group, shall be recorded on the receiving report. Actual quantity received shall be determined by and recorded on the receiving report, to be signed by Contractor and copy furnished to Exxon. The amount of product loaded by Contractor into any truck, or tank car, or barge for purchaser from Exxon shall be determined by measurement methods specified in Exhibit B, paragraph 3, with such amount recorded on a delivery ticket, to be receipt for by the transporter and a copy thereof sent to Exxon within 24 hours after the transaction. All such meter tickets shall be mailed to Exxon Company, U.S.A., Stock Control, P. O. Box 2169, Houston, Texas 77001. Representatives of Exxon and of the City and State Inspection Offices may enter the property of Contractor at any reasonable time to make inspection and investigations of the product inventory and the pumping, storage, and loading equipment of Contractor as they may deem necessary or desirable.
4. So long as Exxon's property is in Contractor's hands or situated at the Teterboro Fuel Farm, Contractor shall be responsible or liable for and shall indemnify Exxon for (a) such loss or damage thereto caused by Contractor's employees, agents or its contractors, (b) product losses in excess of those shown in Exhibit A, (c) contamination caused by Contractor's employees, agents, or its contractors, if such contamination makes the product unsaleable, (d) personal injury (including death) or property damage to property of third parties excluding damage caused by pollution if caused by the negligence of Contractor's employees, agents or contractors.

5. Stock Loss: The product losses shall not exceed the percentages of the annual thruput, of all products shown on Schedule E. Contractor shall pay Exxon for product to the extent of such excess losses on an annual basis or return such product to Exxon. Products returned to Exxon shall meet Exxon's specifications. If payment is made, product will be purchased by Contractor at Exxon's posted price on the date of the last transaction of the year.
6. Rehabilitation Act of 1973 and listing of Employment Opening (Executive Order 11701) are part of this Agreement.
- 7. Contractor agrees to review, verify and sign the monthly verification report prepared by Exxon and return a signed copy of the report by the middle of the following month. The monthly volume verification report shall contain any discrepancies alleged by Contractor.

EXHIBIT B

GENERAL PROVISIONS

1. Deliveries and Receipts: Deliveries and receipts shall be made within the terminal's usual business hours and at such times as may be mutually agreed upon provided that reasonable advance notice is given.
2. Title: Title to all product received by Contractor for the account of Exxon shall at all times remain in Exxon; except as provided in Paragraph V, Special Provisions, subparagraph B of this contract.
3. Measurements: Volumes of product received by or into barge must be determined by shore tank measurements (after correction for undispensed volume in lines) and confirmed by barge compartment ullage measurement, with appropriate rectification made of significant differences between the two. Barge papers must be forwarded to Marketing Accounting Center immediately upon completion of the receipt with all pertinent data.

Volumes of product delivered into or from truck/rail car will be determined on the basis of sealed rack meters, which will be tested and recalibrated every six months or 3 million gallons, whichever occurs sooner. Exxon will have the right to witness such calibrations and have access to calibration records.

Volumes into or from pipelines shall be measured by terminal tank gauges or calibrated meters.

Weekly and/or monthly reports to Exxon of products received, disbursed, and inventory on hand or required. The use of independent (Saybolt, Martin, etc.) inspection to provide the basis of quantity and quality transferred will be available at Exxon's option. Volumes measured under this Agreement shall be at ambient temperature.

4. Inspection: Either party may demand an inspection as to quantity or quality of product by a disinterested third party. In such event, reasonable cost of such inspection shall be borne equally by the parties hereto.
5. Taxes: Exxon agrees to pay promptly all taxes, assessments and fees (including charges assessed in lieu thereof) that may be assessed against the products of Exxon at Contractor's terminal.
6. Audit: Exxon shall have the right to audit, at its cost and expense and during ordinary business hours, the accounting records and other pertinent documents which relate to receipt, storage, or delivery of Exxon products handled under this agreement and to take physical inventory as may be required in Exxon's opinion to verify the related inventory records. Contractor shall retain these records and documents so to be available to Exxon for audit for a period of three years after termination of this agreement.

In the event an issue arises which cannot be resolved satisfactorily otherwise, Exxon agrees to make available to Contractor for their review Exxon's official delivery, measurement, and product quality records which relate to specific deliveries under this agreement.

7. Regulations:

Governmental Regulations - Each party warrants the products delivered hereunder shall be in full compliance with all applicable federal and state laws and regulations, including those applicable to environmental pollution and all presidential proclamations which apply to either party; that the receiving party may lawfully receive, sell, use and transport such products in interstate and intrastate commerce, and agrees to furnish to the other party any evidence required to provide compliance with such laws, regulations and proclamations and to file with governmental agencies reports evidencing such compliance if required by laws, regulations and proclamations. In the event said laws, regulations and proclamations require installation of and/or modification to the present facilities and/or additional operational expenses, Contractor and Exxon shall enter into good faith negotiations to determine a reasonable compensation by Exxon for said additional cost.

Safety Regulations - Each party shall be responsible to the other party for its employees, agents and contractors' compliance with all of the other party's safety regulations when such employees, agents or contractors are on the premises of the other party in connection with this agreement.

8. Force Majeure: Neither party shall be responsible for any loss or damage resulting from any failure or delay in delivery or failure to perform in whole or in part hereunder, except for payment of any sums accrued and due hereunder on the date of the force majeure, as a result of fire, flood, storm, earthquake, tidal wave, Act of God, war, military operation, national emergency, civil commotion, strikes or any other differences with workmen or from any delay or failure in delivery or failure to perform when the supplies of either party or the facilities of production, manufacture, transportation or distribution, which otherwise would be available to either party, are impaired by causes beyond either party's control, or by the order, requisition or request of any governmental agency or authority upon either party's compliance therewith, or by governmental preparation for regulation or any other delay or failure.

9. Modification, Waiver, Assignment and Termination:

Modification - This agreement may be modified or rescinded only by a written agreement signed by both parties.

Waiver - No waiver by either party or any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same of any other covenant or condition.

Assignment - This agreement is not assignable or transferable by either party directly or indirectly without the written consent of the other.

Termination of Prior Agreements - This agreement terminates and supersedes any prior agreement between the parties hereto, covering the terminaling of products (s) covered by this agreement.

10. Entire Agreement: This writing is intended by the parties to be the final expression of their agreement and is also intended to be the complete and exclusive statement of the terms of this agreement. THERE ARE NO ORAL UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES AFFECTING IT.
11. Notices: All notices required or permitted by this contract shall be deemed to have been properly given when delivered personally or sent by mail to the parties hereto at the respective address set forth herein or at such other address as may be furnished by either party to the other in writing.
12. Should Exxon terminate this agreement or the use of any tank covered by this agreement, as outlined under III TERM, it shall be the obligation of Exxon to reimburse Contractor for all cost of disposal or unuseable product (bottoms) stored in dedicated tank(s). Said disposal is necessary to meet environmental regulatory requirements.
13. Conflict-of-Interest Clause: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Exxon's best interests. This obligation shall apply to the activities of the employees and agents or Contractors in their relations with the employees and their families of Exxon and of third parties arising from contract and accomplishing services hereunder. Both parties' efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, extravagant entertainment, payments, loans or other considerations for the purpose of influencing any individual to act contrary to Exxon's best interest.
14. Indemnification: Parties to the agreement shall indemnify, defend and hold each other harmless from claims, demands, and causes of action asserted against each other by any person (including, without limitation, their employees) for personal injury or death or for loss of or damage to property and resulting from each party's sole negligence or willful misconduct hereunder. Where personal injury, death, or loss of or damage to property is the result of the joint negligence or misconduct of both parties, each party's duty of indemnification shall be in proportion to its allocable share of such joint negligence or misconduct.

15. Insurance: At all times during the performance of work hereunder, each party shall carry and maintain in force Workers' Compensation and Employer's Liability Insurance in accordance with law which may be applicable to all its employees engaged in performing the work. Each party further agrees to carry and maintain in force Comprehensive General Liability Insurance with a minimum limit of \$1,000,000 for any one loss occurrence.
16. Business Ethics Provisions: Contractor agrees to comply with all laws and lawful regulations applicable to any activities carried out in the name of or on behalf of Exxon Company, U.S.A. under the provisions of this agreement and/or any amendments to it. Contractor agrees that all financial settlements, billings, and reports rendered to Exxon Company, U.S.A., as provided for in this agreement and/or any amendments to it, will reflect properly the fact about all activities and transactions handled for the account of Exxon Company, U.S.A., which data may be relied upon as being complete and accurate in any further recording and reporting made by Exxon Company, U.S.A., for whatever purpose. Contractor agrees to notify Exxon Company, U.S.A., promptly upon discovery of any instance where Contractor fails to comply with provisions stated above.
17. This Agreement shall terminate if the Fuel Farm facility shall be condemned in whole or in part, or taken by government authority for any public use or quasi-public use. Exxon shall be entitled to receive the gross amount of consideration given for the taking of said facilities to the extent of its interest notwithstanding the fact that the consideration might be paid, in whole or in part, to Operator.

In the event that the Fuel Farm facility is totally destroyed by fire or other casualty, or damaged to the extent that reconstruction is not economically justified (the determination of the extent of damage to be made by Exxon) then Exxon shall have the right to terminate this Agreement immediately without incurring any liability to the Operator.

EXHIBIT C

MAINTENANCE REQUIREMENTS

Operator will perform the following maintenance functions during the term of this Agreement solely at its own expense:

1. Repair promptly any and all damage caused by Operator or its employees, agents, contractors, or servants.
2. Notify Exxon immediately of any defect in the equipment. In such a case, the Fuel Farm facility will be closed until the defect in the equipment is repaired. The notification will be made to Exxon's Aviation Maintenance Center located at 3801 Boston Street, Baltimore, Maryland 21224.
3. Inspect all meters and insure that such are calibrated and sealed as required by Exxon and notify Exxon immediately of any tampered with or broken seals or malfunctioning meters. Said seals shall be inspected on a daily basis. In the event of a discovery of tampered with or broken seals or malfunctioning meters, Operator shall:
 - a. Cease dispensing of the affected product.
 - b. Perform a physical inventory in accordance with month-end procedure, which includes completion of Form B.
 - c. Promptly notify Exxon's Aviation Maintenance Center, as previously designated.
4. Perform the following routine inspections and preventive maintenance procedures:
 - a. Perform the daily inspection and maintenance procedures that are necessary in order to complete Exxon's "Daily Inspection Record-Fixed Equipment Storage System Form", and the procedures during each receipt that are necessary to complete the "Product Receipt Record Form" which are attached hereto and made a part hereof. Operator will maintain a file that insures the retention of each form for a minimum of three months.
 - b. Maintain the appearance of the Fuel Farm facility in good order, free of debris and containers, and grass neatly trimmed.
 - c. Keep fences secure and gates, tanks, valves, and switches locked when not in use.
 - d. Properly dispose of water, sediment and minor contaminated products from quality control sampling and other maintenance procedures.

- f. Maintain in suitable and operating condition and secure against misuse or misappropriation, the fire fighting apparatus in the Fuel Farm.
- g. Hand oil or grease, as appropriate on a scheduled basis, all hinges, latches, controls, or other linkages, valves, reels, and all other equipment that requires periodic lubrication.
- h. On a daily basis, read and record the differential pressure of each filter, separator, and when any unit's differential pressure equals or exceeds 13 lbs. psi, notify Exxon's Aviation Maintenance Center immediately.
- i. During the months of October through March, inspect daily the electric filter separator heaters and notify Exxon's Aviation Maintenance Center whenever a unit is determined to be inoperative.
- j. Weekly, inspect and clean truck offloading delivery point strainers and immediately notify Exxon's Aviation Maintenance Center whenever a strainer(s) requires replacement.
- k. Perform all such routine equipment maintenance, care and adjustments not specifically set out above which are routinely required to provide safe operation of the equipment and quality control of the products being dispensed.

EXHIBIT D

PRODUCT QUALITY CONTROL PROCEDURES

RECEIPT PROCEDURES

Operator will perform the following during product receipts:

1. Check and verify the transport manifest as to product and volume.
2. Gauge and record receiving tank to determine if tank can accommodate the quantity to be offloaded.
3. Draw a sample from each tank truck compartment into clean glass bottle or white porcelain bucket. Sample must be "clear and bright". Gravity at ambient temperature must match the manifest gravity. If jet fuel does not meet the "clear and bright" test the load is not to be accepted.
4. Unload into one tank at a time.
5. Check for possible leaks on delivery hose, pipelines, filters, valves, etc. after the unloading pump has been started.
6. Tank truck driver and operator shall remain on hand until the delivery has been completed.
7. Gauge tank after receipt and check for water. Record on required form.

FIXED FACILITIES

Operator shall be responsible for ensuring :

1. No water accumulates or remains in storage tanks or filter/separators.
 - a. All water must be drawn off as much as possible and disposed of properly.
2. No fuel is withdrawn from tank while receiving fuel into that tank. Product must be allowed to settle for one (1) hour per foot.
3. Millipore color test is to be run on the inlet and outlet of each filter/separator at least quarterly.

SCHEDULE E

STOCK LOSS ALLOWANCES

Aviation Gasoline 100 - $2/10$ of one percent of the total thruput of aviation gasoline 100 for the 12-month period during which the stock loss is calculated.

Aviation Turbo Fuel - $1/10$ of one percent of the total thruput of turbo fuel for the 12-month period during which the stock loss is calculated.

EXHIBIT F

DESCRIPTION OF THE FUEL FARM FACILITY

The Fuel Farm Facility which is the subject of this Agreement, is the aviation fuel storage and dispensing facility fully described in Exhibit A of the "Use and Occupancy Agreement TA-137" between Pan Am and Exxon Corporation.

EXHIBIT G

FEES

In consideration for the operation of the Fuel Farm Facility, Exxon will pay the following fees on a monthly basis:

- A fixed fee of \$3,000.00 per month
- A thruput fee of \$.0030 per gallon for all aviation fuels sold through the Fuel Farm Facility to Exxon's designated customers.
- Fees may be negotiated under the provisions of paragraph III of the Basic Agreement of the Parties.

USE AND OCCUPANCY AGREEMENT

TA-224

BETWEEN

PAN AM WORLD SERVICES, INC.

AND

EXXON COMPANY, USA
(a division of Exxon Corporation)

TETERBORO AIRPORT

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Exhibit A - Description of Space
Consent Agreement

USE AND OCCUPANCY AGREEMENT

THIS AGREEMENT, made as of January 1, 1990, by and between PAN AM WORLD SERVICES, INC. Pan Am Building, Teterboro, N.J. 07608 (hereinafter called "World Services"), a Florida Corporation, and EXXON COMPANY, USA, a Division of Exxon Corporation, (hereinafter called "User"), a New Jersey Corporation.

WITNESSETH, THAT:

WHEREAS, The Port Authority of New York and New Jersey (hereinafter called "the Port Authority") is the owner of Teterboro Airport located in the Boroughs of Teterboro, Moonachie and Hasbrouck Heights and in the Township of Lyndhurst, County of Bergen in the State of New Jersey; and

WHEREAS, World Services is the operator of Teterboro and has the right to operate and use the Airport as successor-assignee under an agreement between Pan American World Airways, Inc. and the Port Authority dated September 19, 1967 ("Basic Agreement");

WHEREAS, World Services and the User had entered into a Use and Occupancy Agreement dated February 4, 1980, designated Agreement TA 137, which Agreement expired on December 31, 1989; and

WHEREAS, The User desires to continue to use and occupy the area of the Airport as set forth on Exhibit A hereto as hereinafter described;

NOW, THEREFORE, for and in consideration of the respective promises and mutual agreements made by the parties hereto and hereinafter set forth, World Services grants to the user the right to use and occupy the ground areas at the Airport shown in cross hatching on Exhibit A attached hereto and made a part hereof, together with all buildings, structures, improvements, additions and permanent installations, existing or constructed and installed thereon or therein (hereinafter called "the Space") during the term of this Agreement upon the following terms and conditions and it is hereby agreed as follows:

1. Term

1.1 The Term of this Agreement shall commence on January 1, 1990, and expire on December 31, 1993, subject to renewal and termination rights hereinafter set forth.

1.2 This Agreement shall automatically renew itself for a period of two (2) years at the beginning of every other calendar year commencing January 1, 1994, unless either party renders at least sixty (60) days written notice of termination to the other party prior to the end of calendar year 1993 or prior to the end of any subsequent alternate calendar year, provided, however, that such two (2) year renewals shall not extend beyond December 30, 1999.

2. Use and Occupancy

- 2.1 The User shall use the Space for the following purposes at the Airport, and for no other purpose whatsoever:
- 2.1.1 for the bulk storage of aviation fuel, aviation lubricants and other aviation petroleum products; and
 - 2.1.2 for the dispensing and sale, at wholesale, of aviation fuel, aviation lubricants and other aviation petroleum products to permittees at the Airport who have the right under their permits to purchase such fuel, lubricants and other petroleum products for resale; and
 - 2.1.3 for the parking the repairing of fueling vehicles; and
 - 2.1.4 for offices for the administration of the activities authorized hereunder.

3. Fees to World Services

- 3.1 On the commencement date of the Agreement and continuing each and every month throughout the term of the Agreement and any renewal periods, the User shall pay to World Services a basic monthly fee of Two Thousand Dollars (\$2,000.00), subject to adjustment as hereinafter provided.
- 3.1.1 During each two (2) year renewal period commencing January 1, 1994 the basic monthly fee of Two Thousand Dollars (\$2,000.00) shall be multiplied by a fraction, the numerator of which shall be the CPI (as hereinafter defined) published for the month of December immediately preceding the renewal period and the denominator shall be the CPI published for the month of December, 1989.
 - 3.1.2 In computing the adjustments to the basic monthly fee, in no event shall the basic monthly fee be less than the basic monthly fee payable during the two (2) year period immediately preceding.
- 3.2 The term "CPI" as used herein shall mean the Consumer Price Index for all Urban Consumers of the Bureau of Labor Statistics of the United States Department of Labor, all items, selected large cities, for the New York-Northern New Jersey area. For the purpose of the calculation referred to herein, the reference base for the CPI shall be July 1983 = 100, or its equivalent.
- 3.3 In addition to the basic monthly fee as set forth in 3.1 above, User shall on or before the twenty-fifth (25th) day of each month, pay to World Services a charge equal to Nine Cents (\$.09) for each gallon of aviation fuel sold by the User during the preceding month to permittees at the Airport authorized by World Services to engage in retail sale thereof.

- 3.3.1 World Services reserves the right, on thirty (30) days written notice, to increase the charge set forth in 3.3 above at any time during the term of this Agreement, provided, however, that such increases shall be applied equally to all bulk aviation fuel suppliers at the Airport.
- 3.4 In connection with the charges set forth in 3.3 above, User agrees to furnish a statement setting forth the total gallons of aviation fuel sold at the Airport and such other information as World Services from time to time may request; and further agrees to maintain, in accordance with accepted accounting practice, during the effective period of this Agreement, records of all transactions and operations of User pursuant to this Agreement.
- 3.5 All charges specified herein shall be payable at the office of the Manager of Teterboro Airport, 399 Industrial Avenue, Teterboro Airport, New Jersey 07608, or at such other location as may from time to time be substituted therefor.
- 3.6 In the event this Agreement become effective on other than the first day of a month or is terminated on other than the last day of a month, the basic monthly fee shall be prorated on the basis of the number of days the Agreement was effective during such month.
4. Care, Maintenance and Repair
- 4.1 The User shall at its own expense at all times keep the Space and all the User's fixtures, equipment and personal property which are located in any parts of the Space which are open to or visible by the general public, in a clean, safe and orderly condition and appearance.
- 4.2 The User shall at its own expense repair, replace or rebuild all or any part of the Space which may be damaged or destroyed by the acts or omissions of the User or by those of its employees, customers, guests or invitees or of other persons doing business with the User. All repairs shall be in compliance with all applicable state and federal laws, rules and regulations.
- 4.3 Further, the User at its own expense shall maintain and take good care of the Space, including without limitation, above ground and underground storage tanks and dispensers, paved areas, fences, roofs, skylights, steelwork, walls, partitions, floors, foundations, ceilings, columns, windows, doors, glass of every kind, plumbing, heating, lights, fire-protection, fire-alarm, sewerage, drainage, water-supply and electrical systems, including all pipes, wires, lines, conduits, equipment and fixtures and shall make all necessary structural and nonstructural repairs and replacements and do all necessary rebuilding and repainting, regardless of the

cause or the condition requiring the same, except that the User shall not be required to rebuild any property damaged or destroyed by casualty unless such casualty is required to be covered by insurance under Section 6 hereof.

- 4.4 In the event the User fails to commence to so repair, replace, rebuild or paint as required above within a period of ten (10) days after notice from World Services so to do, or fails diligently to continue to complete the repair, rebuilding, replacement, or painting of all the Space required to be repaired, replaced, rebuilt or painted by the User under the terms of this Agreement, World Services may, at its option, and in addition to any other remedies which may be available to it, repair, replace, rebuild or paint all or any part of the Space included in the said notice, and charge the cost thereof to the User, the amount of such charge to constitute an item of additional fee.

5. Obstruction Lights

- 5.1 The User shall furnish such obstruction lights as World Services shall direct, of the type and design approved by World Services, and shall install said lights in the locations on the Space designated by World Services and shall maintain them in first class operating condition at all times. The User shall furnish and install the bulbs and furnish the electricity necessary for the operation of the said lights, and shall operate the same in accordance with the directions of World Services. World Services hereby directs that all said obstruction lights shall, until further notice, be operated daily for a period commencing thirty (30) minutes before sunset and ending thirty (30) minutes after sunrise and for such other periods as may be directed or requested by the Control Tower of the Airport.

6. Insurance

- 6.1 During the term of this Agreement the User shall, insure and keep insured to the extent of One Hundred Percent (100%) of the replacement value thereof, all buildings, structures, improvements, installations, facilities, and fixtures now or in the future located on the Space against such hazards and risks as may now or in the future be included under the standard form of fire insurance policy of the State of New Jersey and also against damage or loss by windstorm, cyclone, tornado, hail, explosion, riot, civil commotion, aircraft, vehicles and smoke, under the standard form of fire insurance policy of New Jersey, and the form of extended coverage endorsement prescribed as of the effective date of the said insurance by the rating organization having jurisdiction, and also covering boiler and machinery hazards and risks and also, subject to the availability thereof, covering Environmental Conditions and nuclear property losses and contamination hazards and risks in a separate insurance

- policy or policies or as an additional coverage endorsement to the aforesaid policies, in the form as may now or in the future be prescribed as of the effective date of said insurance by the rating organization having jurisdiction. User shall have the right to self-insure the risk covered in this subsection 6.1.
- 6.2 The aforesaid insurance coverages and renewals thereof shall insure the Port Authority and World Services as their interests may appear and shall provide that the loss, if any, shall be adjusted with World Services and the Port Authority and shall be payable to the Port Authority or World Services as their interests may appear.
- 6.3 In the event the Space or any part thereof shall be damaged by any casualty against which insurance is carried pursuant to this Section, the User shall promptly notify World Services of such casualty and shall thereafter furnish to World Services such information and data as shall enable the parties to adjust the loss.
- 6.4 At least fifteen (15) days prior to the beginning of the term of this Agreement, any policies or certificates representing said insurance shall be delivered by the User to World Services and each policy or certificate delivered shall bear an endorsement obligating the insurance company to furnish the Port Authority and World Services twenty (20) days' advance notice of the cancellation of the insurance evidenced by said policy or certificates or of any changes or endorsements which may be made thereon. Renewal policies or certificates shall be delivered to World Services at least twenty (20) days before the expiration of the insurance which such policies are to renew.
- 6.5 The aforesaid insurance shall be written by a company or companies approved by World Services and licensed to do business in New Jersey.
- 6.6 To the extent that any loss is recouped by actual payment to the Port Authority or World Services of the proceeds of the insurance herein referred to above, such proceeds will be paid to the User to cover its costs of rebuilding or repairing the portion or all of the Space which has been damaged or destroyed. Such payment will be made by World Services to the User in installments if requested by the User and as work progresses provided that as to each request for payment the User shall certify by a responsible officer or authorized representative thereof that the amounts requested are due and payable to its contractor for work completed. Upon completion of all the work, the User shall certify by a responsible officer or authorized representative that such rebuilding and repairs have been completed, that all costs in connection therewith have been paid by the User and said costs are fair and reasonable and said certification shall

also include an itemization of costs. Nothing herein contained shall be deemed to release the User from any of its repair, maintenance or rebuilding obligations under the Agreement.

- 6.7 If there is damage or destruction to the Space covered by insurance under this Section, the User shall promptly repair, rebuild or replace the damaged or destroyed portion of the Space.
- 6.8 If the User does not so properly proceed then World Services may repair or rebuild and may apply such proceeds of such insurance towards such repair, replacement and rebuilding, but no such application shall relieve the User of its obligations under this Agreement, or World Services in its discretion may elect to relieve the User of its obligations under this Agreement to repair, replace and rebuild the damaged or destroyed property, and not to have said property repaired, replaced or rebuilt and in such latter event the entire proceeds of the insurance shall be retained by World Services.
- 6.9 If, moreover, there is damage or destruction to the property covered under this Section which occurs within the last three years of the term of the Basic Agreement or any renewals thereof, the obligations of the User to repair, replace or rebuild such damaged or destroyed property shall be discharged (provided that the insurance applicable thereto has been maintained in full force and effect) and the entire proceeds of the insurance applicable thereto shall be retained by World Services.
- 6.9.1 The User has the right to terminate this Agreement if the Space can not be fully utilized for the uses it was intended to be as per Section 2 herein.

7. Indemnity, Liability Insurance

- 7.1 The User shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives; and World Services, its subsidiaries and affiliates, their Directors, officers, employees and agents (to include reasonable attorneys and other professional fees) from and against all claims and demands of third persons, including, but not limited to, claims and demands for death or personal injury or for property damage arising out of the use and occupancy of the Space by the User or out of any other acts or omissions of the User, its officers, employees on the Space or out of the acts or omissions of others on the Space with consent of the User whether or not such claims, demands, causes of action, liabilities, etc., are made or asserted before or after termination or expiration of this Agreement, except where these result from the negligent or willful acts of World Services, its officers, employees, or agents.

- 7.2 Without, in any way, limiting the scope, generality and effect of other indemnifications in this Agreement, the User specifically agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives; and World Services, its Directors, officers, shareholders, transferees, employees, and agents, successors in interest and assigns, for six (6) years after the expiration date or termination date of this Agreement or any renewal hereof, from and against any and all claims, liabilities, judgments, injuries, damages, costs, expenses, and penalties (including remediation and disposal costs and reasonable attorney's fees), arising from or caused by "Environmental Conditions" at the Space or adjacent to the Space and originating, emanating or migrating from equipment owned by User and located on the Space or caused by User and located on the Space or caused by User, its employees, agents, or servants.
- 7.2.1 The term "Environmental Conditions" shall mean the following when used in this Agreement: leaks, spills, or discharges of motor vehicle fuel, petroleum products, or hydrocarbon derivatives into subsurface soil, ambient air, surface waters, or groundwaters, which condition requires investigation and/or remedial or corrective action by governmental agencies with jurisdiction over the Space and/or compliance with permit requirements, standards, rules, regulations and ordinances and/or results in claims, demands or liabilities against the Port Authority, World Services or the Airport by third parties including, without limitation, governmental entities.
- 7.3 User shall, at its sole expense, maintain in effect at all times during the Term of this Agreement, insurance coverage with limits not less than those set forth below with insurers licensed to do business in New Jersey:
- 7.3.1 Worker's Compensation Insurance, minimum limit as defined by Statute and as same may be amended from time to time;
- 7.3.2 Employer's Liability Insurance, minimum limit \$1,000,000;
- 7.3.3 Commercial General, Liability, Bodily Injury/Property, Damage Insurance, combined single limit of \$25,000,000.
- 7.3.4 Automobile Liability Insurance, minimum limit \$300,000.
- 7.3.5 These policies shall be on a form acceptable to World Services, endorsed to include World Services and the Port Authority as additional insureds, when applicable, state that the insurance is primary over any insurance carried by World Services or Port Authority, and the commercial general liability policy shall include the following coverages:
- 7.3.6 Premises/Operation;

- 7.3.7 Independent Contractors;
- 7.3.8 Broad Form Contractual in support of the Indemnity Section of this Agreement; and
- 7.3.9 Personal Injury Liability.
- 7.3.10 Each workers' compensation, employer's liability, and automobile liability policy shall include a Waiver of Subrogation in favor of World Services and the Port Authority. If User elects to self insure this provision is null and void.
- 7.4 In addition to the obligations set forth in the above subsections, the User in its own name as assured shall maintain personal property insurance covering loss or damage to its property on or at the Space. Such policy shall be in an amount to cover maximum exposure at any time.
- 7.5 User shall have the right to self-insure the risk covered in this Section.
- 7.6 As to any insurance required by the provisions of this Agreement to be obtained by or at the direction of the User, a certified copy of each of the policies or certificates evidencing the existence thereof, or binders, together with evidence of the payment of the premium thereon, shall be delivered to World Services within fifteen (15) days prior to occupancy by User of the Space. Certificates of Insurance should specify the additional insured status mentioned above as well as the Waivers of Subrogation. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving twenty (20) days' written advance notice thereof to World Services. A renewal policy shall be delivered to World Services at least twenty (20) days prior to the expiration date of each expiring policy, except for any policy expiring after the date of expiration of the term. If at any time any of the policies shall be or become unsatisfactory to World Services as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to World Services, the User shall promptly obtain a new and satisfactory policy in replacement.
8. Ingress and Egress
- 8.1 The User, its customers, its contractors, suppliers of material and furnishers of services shall have the right of ingress and egress between the Space and the city streets or public ways outside the Airport by means of such pedestrian

or vehicular roadways to be used in common with others having rights of passage within the Airport, as may from time to time be designated by World Services for the use of the public.

- 8.2 The User shall have the right of ingress and egress between the Space and the public landing areas at the Airport by means of connecting taxiways, to be used in common with others having rights of passage thereon.
- 8.3 The use of any such roadway or taxiway shall be subject to the Rules and Regulations of the Airport which are now in effect or which may hereafter be promulgated for the safe and efficient operation of the Airport. World Services may, at any time, temporarily or permanently, close or consent to or request the closing of, any such roadway or taxiway and any other way at, in or near the Space presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to the User. The User hereby releases and discharges the Port Authority, its Commissioners, officers, employees and agents; World Services, its subsidiaries, their Directors, officers, employees and agents and all municipalities and other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the User may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, whether within or outside the Space. The User shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Space or in any streets or roadways near the Space.

9. Various Obligations of the User

- 9.1 The User shall conduct its operations in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Space on the Airport. The User shall take all reasonable measures:
 - 9.1.1 to eliminate vibrations tending to damage any equipment, structure, building or portion of a building which is on the Space, or is a part thereof, or is located elsewhere on the Airport, and
 - 9.1.2 to keep the sound level of its operations as low as reasonably possible.
- 9.2 The User shall control the conduct, demeanor and appearance of its employees and invitees and of those doing business with it, and upon objection from World Services concerning the conduct, demeanor or appearance of any such shall immediately take all lawful steps necessary to remove the cause of the objection. If World Services shall so request,

the User agrees to supply and require its employees to wear or carry badges or other suitable means of identification, which shall be subject to the prior and continuing approval of the Manager of the Airport.

9.3 The User shall daily remove from the Space by means of facilities provided by User all garbage, debris and other waste materials arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein, said receptacles being provided and maintained by the User. The receptacles shall be kept covered except when filling or emptying the same. The User shall exercise extreme care in removing such garbage, debris and other waste materials from the Space. The manner of such storage and removal shall be subject in all respects to the continual approval of World Services. No facilities of the Airport shall be used for such removal unless with World Services's prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Space. User shall comply with all applicable state and federal hazardous waste laws, regulations and rules and User shall maintain records at the Space that demonstrate compliance with applicable hazardous waste laws, regulations and rules.

9.4 It is intended that the standards and obligations imposed by this Section shall be maintained or complied with by the User in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the User agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

9.5 The User shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Fire Protection Association and the Fire Insurance Organization of New Jersey or of any other board or organization exercising or which may exercise similar functions which may pertain or apply to the operations of the User on the Space and the User shall, subject to and in accordance with the provisions of this Agreement relating to construction by the User, make any and all structural or nonstructural improvements, alterations or repairs of the Space that may be required at any time hereafter by any such present or future rule, regulation, requirement, order or direction. If by reason of any failure on the part of the User to comply with the provisions of this Section, any fire

insurance, extended coverage or other insurance rate on the Space or any part thereof, or on the Airport or any part thereof, shall at any time be higher than it otherwise would be, then the User shall pay to World Services that part of all premiums paid by World Services which shall have been charged because of such violation or failure by the User.

- 9.6 The User shall install and maintain calibration and meters, so placed as to meter all fuel delivered to the Space. Such calibration shall be maintained in conformance with New Jersey Weights and Measures Statutes, and shall notify World Services whenever calibration is performed.
- 9.7 In connection with the conduct of User's business the User shall:
 - 9.7.1 use its best efforts in every proper manner to maintain, develop and increase the business conducted by it hereunder, provided, however, that the User is not obligated to price its products in any specific manner;
 - 9.7.2 not divert, cause or allow to be diverted, any business from the Airport;
 - 9.7.3 maintain in accordance with accepted accounting practice during the term hereof User's records and books of account recording all transactions at, through or in anywise connected with the Airport which records and books of account shall be kept at all times at the User's place of business either at the Airport or at any other location from which they can be produced within five (5) days from the date of request;
 - 9.7.4 permit in ordinary business hours during the term hereof and for one (1) year thereafter the examination and audit by the officers, employees or representatives of World Services of such records and books of account and also any records and books of account of any company owned or controlled by the User if said Company performs services similar to those performed by the User anywhere at the Airport.
- 9.8 In the event of any product spills or other environmentally polluting discharges or Environmental Condition arising from User's equipment or caused by User, its employees, agents or servants, clean up of such spills or discharges or correction of the Environmental Condition shall be the sole responsibility of the User. The User shall commence containment or clean up operations within eight (8) hours or sooner as necessary for operational or safety consideration and shall notify World Services immediately of the spill and such cleanup operation. Such cleanup shall be to the standards required by the U. S. Environmental Protection Agency, New Jersey Department of Environmental Protection or any other agency with jurisdiction over the Space. A spill

or discharge means a discharge of any hazardous substance which is in such quantity or concentration as may be harmful or which poses a foreseeable risk of harm to public health or welfare or to natural resources. All costs of containment or clean up for such spill or discharge shall be borne by the User. The User shall comply with all applicable State and Federal laws, regulations and rules regarding aboveground and underground storage tanks.

9.8.1 The User shall be considered the "generator" of all wastes generated by the User in storage tanks and within the Space for purposes of federal, state or local hazardous and non-hazardous waste laws and regulations. The User shall perform the duties and responsibilities of the "generator" in compliance with all applicable laws and regulations, including (without limitation) identifying, packaging, manifesting, reporting, recordkeeping, handling, transporting, and disposing of all hazardous and non-hazardous liquid or solid wastes removed by User from storage tanks or generated by User within the Space.

9.9 The User shall be solely responsible for compliance with the provisions of this Section and no act or omission of World Services shall relieve the User of such responsibility.

10. Prohibited Acts

10.1 The User shall not install, maintain, operate or permit the installation, maintenance or operation of any restaurant, kitchen, stand or other establishment of any type for the sale of food or of any vending machines or device designed to dispense or sell merchandise or services of any kind to the public, except that User may, for the benefit of its employees, customers, guests and visitors install coin operated vending machines or services for the dispensing and sale of the following:

10.1.1 Hot and cold packaged foods;

10.1.2 Hot and cold beverages;

10.1.3 Candy and chewing gum;

10.1.4 Tobacco and tobacco products;

10.1.5 Newspapers and periodicals;

10.1.6 Telephone services (pay stations)
(hereinafter called "vending machines").

10.2 If User, installs or causes to be installed vending machines on the Space for the limited sale of merchandise or services permitted hereunder, User shall have the right to retain the revenues derived therefrom, provided, however, that:

- 10.2.1 The User shall itself, and shall also require its contractors, to indemnify and hold harmless World Services, its subsidiaries, their Directors, officers, agents and employees and the Port Authority, its Commissioners, officers, agents and employees (to include reasonable attorney's and other professional fees) from and against all claims and demands of third persons (including employees, officers and agents of World Services and the Port Authority), arising or alleged to arise out of the installation, operation or maintenance of the vending machines (or consumable obtained therefrom) or arising or alleged to arise out of any actual or alleged infringement of any patent, trademark or copyright or any alleged or actual unfair competition in any wise connected with the operation of the vending machines whether or not such claims, demands, causes of action, liabilities, etc. are made or asserted before or after termination or expiration of this agreement.
- 10.3 The limited right to install, operate and maintain vending machines granted to User herein may be terminated by World Services at any time during the term of this Agreement upon ninety (90) days' notice to the User and World Services, at any time thereafter, may substitute for the User's vending machines other machines selling similar merchandise or services operated by World Services or by its permittee or concessionaire and thereupon User shall remove its machines.
- 10.4 Upon installation by World Services or by its permittee or concessionaire of vending machines in substitution of User's vending machines, all revenues derived therefrom shall be retained by World Services.
- 10.5 Upon rendering of notice to User of termination of the right to operate vending machines, World Services may elect to permit User's vending machines to remain, but in such case, User shall pay or cause to be paid to World Services each month for each machine upon the same basis for the preceding month as any permittee or concessionaire of World Services then operating machines at the Airport for sale to the general public of similar merchandise or rendering of similar services.
- 10.6 The termination by World Services of the limited right of User to install vending machines at the Space shall be nondiscriminatory in that similar rights granted to other Users at the Airport shall be terminated concurrently therewith, and in the exercise of such right by World Services User shall not be entitled to assert any claim or institute any action or proceeding at law or in equity to assert any claim on account thereof whether for loss, damages or loss of revenue, consequential or otherwise.
- 10.7 The User shall not overload any floor or paved area on the Space and shall repair any floor including supporting members and any paved area damaged by overloading.

- 10.8 The User shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the utility, mechanical, electrical, drainage and sewer systems, fire-protection system and other systems installed or located on or in the Space.
- 10.9 The User shall not commit any nuisance or permit its employees or others on the Space with its consent to commit or create or continue or tend to create any nuisance on the Space or in or near the Airport.
- 10.10 The User shall not cause or permit to be caused or produced upon the Space, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases, vapor or odors.
- 10.11 The User shall not do or permit to be done any act or thing upon the Space which:
- 10.11.1 will invalidate or conflict with any fire insurance policies covering the Space or any part thereof, or the Airport or any part thereof; or
- 10.11.2 in the opinion of World Services, may constitute an extra hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Agreement; or
- 10.11.3 will increase the rate of any fire insurance, extended coverage or other insurance on the Airport or any part thereof or upon the contents of any building or structure thereon.

11. Rules and Regulations

- 11.1 User shall observe and obey and shall compel others on the Space and those doing business with it with respect to the Space to observe and obey such Rules and Regulations of the Airport as are now in effect or as may be promulgated from time to time for the government and conduct of operations of the Airport for reasons of safety, health or preservation of property, for the good and orderly appearance of the Space and for the safe and efficient operation and use of the Space. If a copy of the Rules and Regulations is not attached, then World Services will make a copy thereof available to the User at the office of the Manager of Teterboro Airport.

12. Signs

- 12.1 Except with the prior written approval of World Services, the User shall not erect, maintain or display any advertising, signs, posters or similar devices at or on the Space.

- 12.2 Upon demand by World Services, the User shall remove, obliterate or paint out any and all advertising, signs, posters and similar devices placed by the User on the Space or elsewhere on the Airport without the prior approval of World Services. In the event of a failure on the part of the User so to remove, obliterate or paint out each and every sign or piece of advertising and so to restore the Space and the Airport, World Services may perform the necessary work and the User shall pay the costs thereof to World Services on demand.

13. Assignment

- 13.1 The User agrees that it will not grant the right of sub-use, sell, convey, transfer, assign, mortgage or pledge this Agreement or any part thereof or any rights granted thereby without the prior written consent of World Services, which shall not be unreasonably withheld. In the event that such consent is granted, World Services reserves the right to receive directly all payments of any kind, whether fees or otherwise, paid by the assignee, transferee, sub-user, or purchaser as the case may be for the use and/or occupancy of the space.
- 13.2 If the User assigns, sells, conveys, transfers, mortgages, pledges, or grants the right of sub-use under this Agreement in violation of the foregoing provisions of this Section, or if the Space is occupied by anyone other than the User, World Services may collect from any assignee, sub-user or anyone who claims a right to this Agreement or who occupies the Space any charges or fees payable by said assignees, sub-user or other user and no such payment shall be deemed a waiver by World Services of the covenants or agreements contained in this Section nor of acceptance by World Services of any assignee, claimant or occupant, nor as a release of the User by World Services from the further performance by the User of the agreements contained herein including but not limited to the payment fees.

14. Condemnation

- 14.1 The User, in any action or proceeding instituted by any governmental agency or agencies for the taking for a public use of any interest in all or any part of the Space, shall not be entitled to assert any claim to any compensation or award or part thereof made or to be made therein or therefor, or to institute any action or proceeding or to assert any claim against such agency or agencies or against the Port Authority or World Services, or its subsidiaries and affiliates for or on account of any such taking (except the possible claim to an award for loss of the User's removable fixtures), it being understood and agreed between World Services and the User that World Services shall be entitled to all the compensation or awards made or to be made or paid for in such taking, free of any claim or right of the User.

- 14.2 In the event of a taking of the entire Space by any governmental agency or agencies, then this Agreement shall be cancelled as of the date possession is taken from the Port Authority by the agency or agencies, and shall cease and expire in the same manner and with the same effect as if the Agreement had on that date expired.
- 14.3 In the event that all or any portion of the Space is required by the Port Authority to comply with any present or future governmental law, rules, regulation, requirement, order or direction, World Services may by notice given to the User terminate the Agreement with respect to all or such portion of the Space so required. Such termination shall be effective on the date specified in the notice. The User hereby agrees to deliver possession of all or such portion of Space so required upon the effective date of such termination.
- 14.4 No taking by or conveyance to any governmental authority as described above nor any delivery by the User nor taking by the Port Authority pursuant to this subsection shall be or be construed to be a breach of this Agreement or be made the basis of any claim by the User against the Port Authority or World Services or its subsidiaries and affiliates for damages, consequential or otherwise.
- 14.5 In the event of a taking by any governmental agency or agencies or by the Port Authority of a part of the Space, then use of such part only shall, as of the date possession thereof is taken, cease and determine, and the Fees thereafter to be paid by the User to World Services shall be abated as hereinafter provided from and after the date of such taking. In the event that a substantial part shall be taken, which shall be deemed to mean a taking so extensive that the User is unable to use or operate the Space for the purposes expressed in this Agreement, then the User shall have the right to be exercised within thirty (30) days of the taking to terminate this Agreement, such termination to have the same effect as expiration.

15. Non-Discrimination

- 15.1 Without limiting the generality of any of the provisions of this Agreement, the User, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of sex, race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Space, (2) that in the construction of any improvement on, over, or under the Space and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination, (3) that the User shall use the

Space in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the User's operations thereat, whether by reason of agreement between World Services and the United States Government or otherwise.

- 15.2 The User assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The User assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The User assures that it will require that its covered suborganization provide assurances to the User that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- 15.3 The User shall include the provisions of the above subsections in every agreement or concession pursuant to which any person or persons, other than the User, operates any business or facility in or at the Space providing services to the public and shall also include therein a provision granting World Services a right to take such action as the United States may direct to enforce such covenant.
- 15.4 The User's noncompliance with the provisions of this Section shall constitute a material breach of the Agreement. In the event of the breach by the User of any of the above nondiscrimination provisions, World Services may take any appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from World Services, World Services shall have the right to terminate this Agreement with the same force and effect as a termination under the Section of the Agreement providing for termination for default by the User in the performance or observance of any other term or provision of the Agreement; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, World Services may take such action as the United States may direct.
- 15.5 The User shall indemnify and hold harmless World Services, its subsidiaries and affiliates and the Port Authority (to include reasonable attorney's and other proposed fees) from

any claims and demands of third persons including the United States of America resulting from the User's noncompliance with any of the provisions of this Section and the User shall reimburse World Services and the Port Authority for any loss or expense incurred by reason of such noncompliance, whether or not such claims, demands, causes of action, liability, etc., are made or asserted before or after termination or expiration of this agreement.

- 15.6 Nothing contained in this Section shall grant or shall be deemed to grant to the User the right to transfer or assign the Agreement, to make any agreement or concession of the type mentioned in this Section, or any right to perform any construction on the space.

16. Governmental Requirements

- 16.1 The User shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the User's operations at the Space which may be necessary for the User's operations there at. The User shall register all storage tanks within the Space as required by all applicable laws, regulations and rules regulating aboveground and underground storage tanks.

- 16.2 The User shall pay, or reimburse World Services for, all taxes, license, certification, permit and examination fees and excise which may be assessed, levied, exacted or imposed on the Space or operation hereunder or on the gross receipts or income to User therefrom, and shall make all applications, reports and returns required in connection therewith.

- 16.3 World Services has agreed by a provision in its agreement with the Port Authority covering the Airport to conform to the enactments, ordinances, resolutions and regulations of various governmental authorities having jurisdiction of the airport and of their various departments, boards and bureaus in regard to construction and maintenance of buildings and structures and in regard to health and fire protection. The User shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to World Services. The User shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the User at the Space. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the User, acting in good faith, User shall notify the enacting authority that said compliance is not a submission by World Services to the application to itself of such requirements or any of them. Such compliance shall not constitute a breach of this Agreement.

- 16.4 The User shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the User's operations at the Space.
- 16.5 The User's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Space.
17. Rights of Entry Reserved
- 17.1 The Port Authority, by its officers, employees, agents, representatives and contractors and World Services and its subsidiaries and affiliates by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times, and so as not to reasonably interfere with the User's operation hereunder, to enter upon the Space for the purpose of inspecting the same, for observing the performance by the User of its obligations under this Agreement and for the doing of any act or thing which the Port Authority or World Services may be obligated or have the right to do under this Agreement, or otherwise.
- 17.2 Without limiting the generality of the foregoing, World Services, by its officers, employees, agents, representatives and contractors and by the employees, agents, representatives and contractors of any furnisher of utility services in the vicinity, shall have the right, for its own benefit, for the benefit of the User, or for the benefit of others than the User at the Airport, to maintain existing and future utilities systems or portions thereof on the Space, including therein, without limitation thereto, systems for the supply of heat, water, gas, fuel, electricity and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, telegraph and telephone services, including all lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to such systems, and to enter upon the Space at all reasonable times to make such repairs, replacements or alterations as may, in the opinion of World Services, be deemed necessary or advisable and, from time to time to construct or install over, in or under the Space new systems or parts thereof, including lines, pipes, mains, wires, conduits and equipment; provided, however, that in the exercise of such rights of repair, alteration or new construction World Services shall not unreasonably interfere with the use and occupancy of the Space by the User.
- 17.3 The exercise of any or all of the foregoing rights by the Port Authority, World Services or others shall not be or be construed to be an eviction of the User nor be made the grounds for any abatement of fees, nor any claim or demand for damages, consequential or otherwise.

17.4 Nothing in this Section shall impose or shall be construed to impose upon World Services or the Port Authority any obligation so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do.

18. Basic Agreement

18.1 In the event the Basic Agreement is terminated, revoked, cancelled or expires, this Agreement shall terminate on the day preceding such date the same as if such preceding date were the expiration date of the term of this Agreement and such termination, revocation, cancellation or expiration of the Basic Agreement shall not be deemed a breach of this Agreement. World Services shall use its best efforts to notify the User in advance in the event of such termination.

19. Patents, Trademarks

19.1 The User represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in anywise connected with this Agreement. The User agrees to indemnify and to save and hold the Port Authority, World Services, its subsidiaries and affiliates, their Commissioners, Directors, officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the User under or in anywise connected with this Agreement, whether or not such claims, demands, causes of action, liabilities, etc., are made or asserted before or after termination or expiration of this Agreement and to include reasonable attorney's and other professional fees.

20. Additional Fees and Charges

20.1 If World Services is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the User to perform or fulfill any one or more of the conditions or agreements contained in this Agreement, or as a result of an act or omission of the User contrary to the said conditions and agreements, the User agrees to pay the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, and the same may be added to any installment of Fees thereafter due hereunder, and each and every part of the same shall be and become additional Fees, recoverable by World Services in the same manner and with like remedies as if they were originally a part of the Fees as set forth in the Section entitled "Fees to World Services" hereof.

21. Right of Re-Entry

- 21.1 World Services shall, as an additional remedy upon the giving of a notice of termination as provided in the Section entitled "Termination by World Services" hereof, have the right to re-enter the Space and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of the User under this Agreement, and shall in no event constitute an acceptance of surrender.

22. Surrender

- 22.1 The User covenants and agrees to yield and deliver peaceably to World Services possession of the Space on the date of cessation of the Agreement, whether such cessation be by termination, expiration or otherwise, promptly and in good condition, except for reasonable wear which does not cause or tend to cause deterioration of the improvements or adversely affect the efficiency or proper utilization thereof.

23. Termination by World Services

- 23.1 Upon the occurrence of any of the following events or at any time thereafter during the continuance thereof, World Services may terminate the rights of the User under this Agreement upon five (5) days' written notice, such termination to be effective upon the date specified in such notice:
- 23.1.1 The User shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 23.1.2 By order of decree of a court the User shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if the User is a corporation, by any of the stockholders of the User, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

- 23.1.3 A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the User and shall not be dismissed within thirty (30) days after the filing thereof; or
- 23.1.4 Except as may be provided in the Section of this Agreement entitled "Assignment," the interest of User under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or
- 23.1.5 The User, if a corporation, shall, without sixty (60) days prior written notice to World Services, become a successor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution, except in the event that the surviving corporation is substantially controlled by the User, the foregoing shall not apply; or
- 23.1.6 By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the Space of the User and such possession or control shall continue in effect for a period of twenty (20) working days; or
- 23.1.7 The User shall voluntarily abandon, desert or vacate the Space or discontinue its operations at the Airport, or, after exhausting or abandoning any right of further appeal, the User shall be prevented for a period of sixty (60) days by action of any governmental agency having jurisdiction thereof, from conducting its operations at the Airport, regardless of the fault of the User; or
- 23.1.8 Any lien is filed against the Space because of any act or omission of the User and is not removed within forty-five (45) days after notice to the User thereof; or
- 23.1.9 The User shall fail duly and punctually to pay the Fees or to make any other payment required hereunder when due to World Services and shall persist in its failure for a period of ten (10) days following the receipt of written notice of such default from World Services; or
- 23.1.10 The User shall fail to keep, perform and observe each and every other promise and agreement set forth in this Agreement on its part to be kept, performed, or observed, within ten (10) days after receipt of notice of default thereunder from World Services (except where fulfillment of its obligation requires activity over a period of time, and the User shall have commenced substantially to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues diligently such substantial performance without interruption except for causes beyond its control); or

- 23.1.11 There shall be an occurrence of any of the events of default resulting in termination of any other use and occupancy agreements or permits between the User and World Services at the Airport.
- 23.2 If any of the events enumerated in the above subsections of this Section shall occur prior to the effective date of this Agreement, the User shall not be entitled to enter into possession of the Space, and World Services upon the occurrence of any such event, or at any time thereafter during the continuance thereof by twenty-four (24) hours' notice may cancel this Agreement, such cancellation to be effective upon the date specified in such notice.
- 23.3 No acceptance by World Services of fees, charges, or other payments in whole or in part for any period or periods after a default of any of the terms, agreements and conditions hereof to be performed, kept or observed by the User shall be deemed a waiver of any right on the part of World Services to terminate this Agreement.
- 23.4 No waiver by either party of any default on the part of the other party in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the other party shall be or be construed to be a waiver by either party of any other or subsequent default in performance of any of the valid terms, agreements and conditions.
- 23.5 The rights of termination described above shall be in addition to any other rights of termination provided in this Agreement and in addition to any rights and remedies that World Services would have at law or in equity consequent upon any breach of this Agreement by the User, and the exercise by World Services of any right of termination shall be without prejudice to any other such rights and remedies, except that in the event of termination pursuant to the portion of the subsection above of this Section reading "after exhausting or abandoning any right of further appeal, the User shall be prevented for a period of sixty (60) days by action of any governmental agency having jurisdiction thereof, from conducting its operations at the Airport, regardless of the fault of the User," the sole right of World Services shall be a right of termination.
24. Services by User
- 24.1 A principal purpose of World Services in the making of this Agreement is to make available at the Airport the items and/or services which the User is permitted to sell and/or render hereunder and the User hereby warrants and agrees that it will conduct a first-class operation and will furnish all necessary or proper fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials, and facilities.

- 24.2 The User shall:
- 24.2.1 furnish good, prompt and efficient service hereunder adequate to meet all demands therefor at the Space;
- 24.2.2 furnish said service on a fair, equal and nondiscriminatory basis to all users thereof; and
- 24.2.3 charge fair, reasonable and nondiscriminatory prices for each unit of sale or service, provided that the User may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume, or other purchasers.
- 24.3 As used in the above subsections, "service" shall include furnishing of parts, materials and supplies (including sale thereof).
- 24.4 The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Federal Airport Act of 1946 and pursuant to the Airport and Airway Development Act of 1970 (49 U.S.C. 1701), as the same have been amended and supplemented, and the Port Authority may in the future apply for and receive further such grants. World Services under its Operating Agreement with the Port Authority for Teterboro Airport, dated September 19, 1967, has assumed certain obligations of the Port Authority under the Grant Agreement and in connection therewith, the Port Authority and World Services may in the future undertake certain additional obligations respecting the operation of the Airport and the activities of contractors, lessees and permittees thereon. The performance by the User of the promises and obligations contained in this Agreement is therefore a special consideration and inducement to World Services to enter into this Agreement and the User further covenants and agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority and/or World Services in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the User of its obligations under this Agreement, the User will promptly comply therewith, at the time or times when and to the extent that World Services may direct.
25. Survival of the Obligations of the User
- 25.1 In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided in the Section entitled "Termination by World Services" hereof (excluding termination under 23.1.7 not resulting from the fault of the User), or in the event that World Services has re-entered, regained or resumed possession of the Space in

accordance with the provisions of the Section entitled "Right of Re-Entry" hereof, all the obligations of the User under this Agreement shall survive such termination or cancellation, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to World Services to the same extent, at the same time or times, and in the same manner as if no termination, cancellation, re-entry, regaining or resumption of possession had taken place. World Services may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency, for the entire unexpired term of the Agreement.

25.2 The amount of damages for the period of time subsequent to termination or cancellation (or re-entry, regaining or resumption of possession) on account of the User's Fee obligations, shall be the sum of the following:

25.2.1 The amount of the total of all installments of fees pursuant to the Section entitled "Fees to World Services" hereof, less the installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect on the basis of the total days in the month; and an amount equal to all expenses incurred by World Services in connection with regaining possession, restoring the Space, acquiring a User for the Space, legal expenses (including but not limited to attorneys' fees), putting the Space in order including, without limitation to, cleaning, redecorating (on failure of the User to restore), maintenance and brokerage fees.

26. Use Subsequent to Cancellation or Termination

26.1 World Services, upon termination or cancellation pursuant to the Section entitled "Termination by World Services" of this Agreement, or upon any re-entry, regaining or resumption of possession pursuant to the Section entitled "Right of Re-Entry" of this Agreement, may occupy the Space or may enter into an agreement with another User and shall have the right to permit any person, firm or corporation to enter upon the Space and use the same. Such use may be part only of the Space or of the entire Space or a part thereof, together with other space, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement. World Services shall also, upon said termination or cancellation, or upon said re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in

the Space, including changes which alter the character of the Space and the suitability thereof for the purposes of the User under this Agreement, without affecting, altering or diminishing the obligations of the User hereunder.

26.2 In the event either of use by others or of any actual use and occupancy by World Services, there shall be credited to the account of the User against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any User, licensee, permittee or other occupier in connection with the use of the said Space or portion thereof during the balance of the term of use and occupancy as the same is originally stated in this Agreement, or from the market value of the occupancy of such portion of the Space as World Services may itself during such period actually use and occupy, less all expenses, costs and disbursements incurred or paid by World Services in connection therewith.

26.3 No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Space, nor shall such use and occupancy constitute a waiver of any rights of World Services hereunder. World Services will use its best efforts to minimize damages to User under this Section commensurate with its obligations under the Basic Agreement.

27. Remedies to be Non-Exclusive

27.1 Except where otherwise specifically provided, all remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to either party at law or in equity.

28. Limitation of Rights and Privileges Granted

28.1 No exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Space or any part thereof are granted or intended to be granted to the User by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

29. Removal of Personal Property

29.1 The User shall have the right at any time during the term of this Agreement to remove its equipment, inventories, removable fixtures and other personal property from the Space.

29.2 If the User shall fail to remove its property on or before the termination or expiration of the term, World Services may remove such property to a public warehouse for deposit or retain the same in its own possession, all without insurance, and sell the same at public auction, the proceeds of which

shall be applied first, to the expense of removal, storage and sale; second, to any sums owed by the User to World Services, with any balance remaining to be paid to the User, but if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the User shall pay such excess to World Services upon demand.

30. Brokerage

- 30.1 The User represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. The User shall indemnify and save harmless World Services its subsidiaries and affiliates of and from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission of the User, whether or not such claims, demands, causes of action, liabilities, etc., are made or asserted before or after termination or expiration of this Agreement (to include reasonable attorney's and other professional fees.

31. Notices

- 31.1 Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by certified mail return receipt requested. Notice deemed given, if personally given, faxed when sent, and mailed when received.

Notices to World Services shall be directed to:

Frederick D. Cannon
Authorized Representative
Pan Am World Services, Inc.
90 Moonachie Avenue
Teterboro, New Jersey 07608

With copy to:

Airport Manager
399 Industrial Avenue
Teterboro Airport,
Teterboro, New Jersey 07608

Notices to User shall be directed to:

Exxon Company, USA
P.O. Box 4415
Houston, Texas 77210-4415
Attn: Terminal Services

32. Construction and Application of Terms

32.1 The Section and subsection headings, if any, in this Agreement, are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of any provision hereof.

33. Non-Liability of Individuals

33.1 Neither the Directors of World Services, its subsidiaries and affiliates, or User nor any officers, agents or employees thereof, shall be charged personally by the other with any liability or held liable to the other under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach or attempted or alleged breach thereof.

34. Construction by the User

34.1 The User shall not erect any structures, make any improvements or do any construction work on the Space, or install any fixtures (other than trade fixtures, removable without material damage to the Space, any such damage to be immediately repaired by the User) without the prior written approval of World Services through the medium of a construction or alteration application and in the event any construction, improvement, alteration, modification, addition, repair or replacement is made without such approval, then upon reasonable notice so to do, the User will remove the same or at the option of World Services, cause the same to be changed to the satisfaction of World Services. In case of any failure on the part of the User to comply with such notice, World Services may effect the removal or change and User shall pay the cost thereof to World Services.

34.2 Title to any construction, improvement, alteration, modification or addition performed by User at or on the Space in accordance with a World Services approved construction or alteration application shall vest in the Port Authority immediately upon completion without any further action or notice of any kind.

35. Abatement

35.1 If at any time the User shall become entitled to abatement of Fees by the provisions of this Agreement or otherwise, the

abatement of Fees shall be made on an equitable basis giving effect to the amount and character of the Space, the use of which is denied the User as compared with the entire Space.

36. Port Authority Consent

36.1 This Agreement shall become effective upon the execution hereof by all parties hereto and the execution of a Consent Agreement between and among the Port Authority, World Services, and User.

37. Entire Agreement

37.1 This Agreement consists of the following: Sections 1 through 37 inclusive and Exhibit A.

37.2 It constitutes the entire Agreement of the parties on the subject matter hereof and serves to terminate and supersede any prior agreement with regard to the use of the Space hereof. It may not be changed, modified, discharged or extended except by written instrument duly executed by World Services and the User. The parties agree that no representations or warranties shall be binding upon the other party unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

PAN AM WORLD SERVICES, INC.

ATTEST:

L. B. Yang

TITLE: *Director Traffic & Admin*

BY: *Frederic D. Hammer*

TITLE: Vice President

EXXON COMPANY, USA
(a Division of Exxon Corp.)
(User)

ATTEST:

Suboney

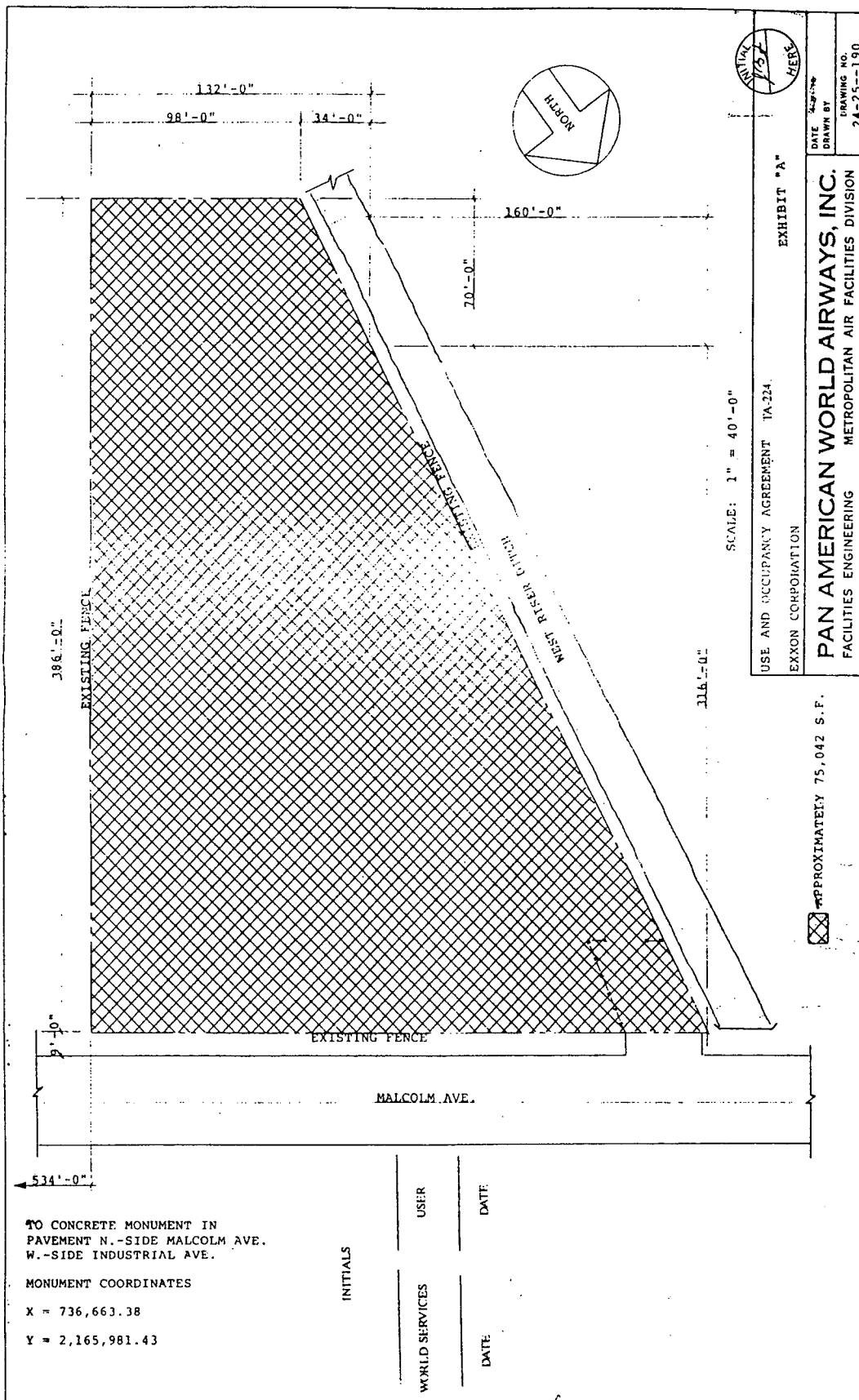
TITLE: Assoc. Mktng. Analyst

BY: *J. B. Sallman, Jr.*

TITLE: Distribution Manager

FORM APPROVED *clb*

0025T



USE AND OCCUPANCY AGREEMENT

TA-224

BETWEEN

JOHNSON CONTROLS WORLD SERVICES INC.

AND

EXXON CORPORATION

TETERBORO AIRPORT

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Exhibit A - Description of Space
Consent Agreement

USE AND OCCUPANCY AGREEMENT

THIS AGREEMENT, made as of January 1, 1990, by and between JOHNSON CONTROLS WORLD SERVICES INC., 90 Moonachie Avenue, Teterboro, N.J. 07608 (hereinafter called "Johnson Controls"), a Florida Corporation, and EXXON CORPORATION, (hereinafter called "User"), a New Jersey Corporation.

WITNESSETH, THAT:

WHEREAS, The Port Authority of New York and New Jersey (hereinafter called "the Port Authority") is the owner of Teterboro Airport located in the Boroughs of Teterboro, Moonachie and Hasbrouck Heights and in the Township of Lyndhurst, County of Bergen in the State of New Jersey; and

WHEREAS, Johnson Controls is the operator of Teterboro and has the right to operate and use the Airport as successor-assignee under an agreement between Pan American World Airways, Inc. and the Port Authority dated September 19, 1967 ("Basic Agreement");

WHEREAS, Johnson Controls and the User had entered into a Use and Occupancy Agreement dated February 4, 1979, designated Agreement TA 137, which Agreement expired on December 31, 1989; and

WHEREAS, The User desires to continue to use and occupy the area of the Airport as set forth on Exhibit A hereto as hereinafter described;

NOW, THEREFORE, for and in consideration of the respective promises and mutual agreements made by the parties hereto and hereinafter set forth, Johnson Controls grants to the user the right to use and occupy the ground areas at the Airport shown in cross hatching on Exhibit A attached hereto and made a part hereof, together with all buildings, structures, improvements, additions and permanent installations, existing or constructed and installed thereon or therein (hereinafter called "the Space") during the term of this Agreement upon the following terms and conditions and it is hereby agreed as follows:

1. Term

1.1 The Term of this Agreement shall commence on January 1, 1990, and expire on December 31, 1993, subject to renewal and termination rights hereinafter set forth.

1.2 This Agreement shall automatically renew itself for a period of two (2) years at the beginning of every other calendar year commencing January 1, 1994, unless either party renders at least sixty (60) days written notice of termination to the other party prior to the end of calendar year 1993 or prior to the end of any subsequent alternate calendar year, provided, however, that such two (2) year renewals shall not extend beyond December 30, 1999.

2. Use and Occupancy

- 2.1 The User shall use the Space for the following purposes at the Airport, and for no other purpose whatsoever:
- 2.1.1 for the bulk storage of aviation fuel, aviation lubricants and other aviation petroleum products; and
 - 2.1.2 for the dispensing and sale, at wholesale, of aviation fuel, aviation lubricants and other aviation petroleum products to permittees at the Airport who have the right under their permits to purchase such fuel, lubricants and other petroleum products for resale; and
 - 2.1.3 for the parking and repairing of fueling vehicles; and
 - 2.1.4 for offices for the administration of the activities authorized hereunder.

3. Fees to Johnson Controls

- 3.1 On the commencement date of the Agreement and continuing each and every month throughout the term of the Agreement and any renewal periods, the User shall pay to Johnson Controls a basic monthly fee of Two Thousand Dollars (\$2,000.00), subject to adjustment as hereinafter provided.
- 3.1.1 During each two (2) year renewal period commencing January 1, 1994 the basic monthly fee of Two Thousand Dollars (\$2,000.00) shall be multiplied by a fraction, the numerator of which shall be the CPI (as hereinafter defined) published for the month of December immediately preceding the renewal period and the denominator shall be the CPI published for the month of December, 1989.
 - 3.1.2 In computing the adjustments to the basic monthly fee, in no event shall the basic monthly fee be less than the basic monthly fee payable during the two (2) year period immediately preceding.
- 3.2 The term "CPI" as used herein shall mean the Consumer Price Index for all Urban Consumers of the Bureau of Labor Statistics of the United States Department of Labor, all items, selected large cities, for the New York-Northern New Jersey area. For the purpose of the calculation referred to herein, the reference base for the CPI shall be July 1983 = 100, or its equivalent.
- 3.3 In addition to the basic monthly fee as set forth in 3.1 above, User shall on or before the twenty-fifth (25th) day of each month, pay to Johnson Controls a charge equal to Nine Cents (\$.09) for each gallon of aviation fuel sold by the User during the preceding month to permittees at the Airport authorized by Johnson Controls to engage in retail sale thereof.

3.3.1 Johnson Controls reserves the right, on thirty (30) days written notice, to increase the charge set forth in 3.3 above at any time during the term of this Agreement, provided, however, that such increases shall be applied equally to all bulk aviation fuel suppliers at the Airport.

3.4 In connection with the charges set forth in 3.3 above, User agrees to furnish a statement setting forth the total gallons of aviation fuel sold at the Airport and such other information as Johnson Controls from time to time may request; and further agrees to maintain, in accordance with accepted accounting practice, during the effective period of this Agreement, records of all transactions and operations of User pursuant to this Agreement.

3.5 All charges specified herein shall be payable at the office of the Manager of Teterboro Airport, 399 Industrial Avenue, Teterboro Airport, New Jersey 07608, or at such other location as may from time to time be substituted therefor.

3.6 In the event this Agreement become effective on other than the first day of a month or is terminated on other than the last day of a month, the basic monthly fee shall be prorated on the basis of the number of days the Agreement was effective during such month.

4. Care, Maintenance and Repair

4.1 The User shall at its own expense at all times keep the Space and all the User's fixtures, equipment and personal property which are located in any parts of the Space which are open to or visible by the general public, in a clean, safe and orderly condition and appearance.

4.2 The User shall at its own expense repair, replace or rebuild all or any part of the Space which may be damaged or destroyed by the acts or omissions of the User or by those of its employees, customers, guests or invitees or of other persons doing business with the User. All repairs shall be in compliance with all applicable state and federal laws, rules and regulations.

4.3 Further, the User at its own expense shall maintain and take good care of the Space, including without limitation, above ground and underground storage tanks and dispensers, paved areas, fences, roofs, skylights, steelwork, walls, partitions, floors, foundations, ceilings, columns, windows, doors, glass of every kind, plumbing, heating, lights, fire-protection, fire-alarm, sewerage, drainage, water-supply and electrical systems, including all pipes, wires, lines, conduits, equipment and fixtures and shall make all necessary structural and nonstructural repairs and replacements and do all necessary rebuilding and repainting, regardless of the

cause or the condition requiring the same, except that the User shall not be required to rebuilt any property damaged or destroyed by casualty unless such casualty is required to be covered by insurance under Section 6 hereof.

- 4.4 In the event the User fails to commence to so repair, replace, rebuild or paint as required above within a period of ten (10) days after notice from Johnson Controls so to do, or fails diligently to continue to complete the repair, rebuilding, replacement, or painting of all the Space required to be repaired, replaced, rebuilt or painted by the User under the terms of this Agreement, Johnson Controls may, at its option, and in addition to any other remedies which may be available to it, repair, replace, rebuild or paint all or any part of the Space included in the said notice, and charge the cost thereof to the User, the amount of such charge to constitute an item of additional fee.

5. Obstruction Lights

- 5.1 The User shall furnish such obstruction lights as Johnson Controls shall direct, of the type and design approved by Johnson Controls, and shall install said lights in the locations on the Space designated by Johnson Controls and shall maintain them in first class operating condition at all times. The User shall furnish and install the bulbs and furnish the electricity necessary for the operation of the said lights, and shall operate the same in accordance with the directions of Johnson Controls. Johnson Controls hereby directs that all said obstruction lights shall, until further notice, be operated daily for a period commencing thirty (30) minutes before sunset and ending thirty (30) minutes after sunrise and for such other periods as may be directed or requested by the Control Tower of the Airport.

6. Insurance

- 6.1 During the term of this Agreement the User shall, insure and keep insured to the extent of One Hundred Percent (100%) of the replacement value thereof, all buildings, structures, improvements, installations, facilities, and fixtures now or in the future located on the Space against such hazards and risks as may now or in the future be included under the standard form of fire insurance policy of the State of New Jersey and also against damage or loss by windstorm, cyclone, tornado, hail, explosion, riot, civil commotion, aircraft, vehicles and smoke, under the standard form of fire insurance policy of New Jersey, and the form of extended coverage endorsement prescribed as of the effective date of the said insurance by the rating organization having jurisdiction, and also covering boiler and machinery hazards and risks and also, subject to the availability thereof, covering Environmental Conditions and nuclear property losses and contamination hazards and risks in a separate insurance

policy or policies or as an additional coverage endorsement to the aforesaid policies in the form as may now or in the future be prescribed as of the effective date of said insurance by the rating organization having jurisdiction. User shall have the right to self-insure the risk covered in this subsection 6.1.

- 6.2 The aforesaid insurance coverages and renewals thereof shall insure the Port Authority and Johnson Controls as their interests may appear and shall provide that the loss, if any, shall be adjusted with Johnson Controls and the Port Authority and shall be payable to the Port Authority or Johnson Controls as their interests may appear.
- 6.3 In the event the Space or any part thereof shall be damaged by any casualty against which insurance is carried pursuant to this Section, the User shall promptly notify Johnson Controls of such casualty and shall thereafter furnish to Johnson Controls such information and data as shall enable the parties to adjust the loss.
- 6.4 At least fifteen (15) days prior to the beginning of the term of this Agreement, any policies or certificates representing said insurance shall be delivered by the User to Johnson Controls and each policy or certificate delivered shall bear an endorsement obligating the insurance company to furnish the Port Authority and Johnson Controls twenty (20) days' advance notice of the cancellation of the insurance evidenced by said policy or certificates or of any changes or endorsements which may be made thereon. Renewal policies or certificates shall be delivered to Johnson Controls at least twenty (20) days before the expiration of the insurance which such policies are to renew.
- 6.5 The aforesaid insurance shall be written by a company or companies approved by Johnson Controls and licensed to do business in New Jersey.
- 6.6 To the extent that any loss is recouped by actual payment to the Port Authority or Johnson Controls of the proceeds of the insurance herein referred to above, such proceeds will be paid to the User to cover its costs of rebuilding or repairing the portion or all of the Space which has been damaged or destroyed. Such payment will be made by Johnson Controls to the User in installments if requested by the User and as work progresses provided that as to each request for payment the User shall certify by a responsible officer or authorized representative thereof that the amounts requested are due and payable to its contractor for work completed. Upon completion of all the work, the User shall certify by a responsible officer or authorized representative that such rebuilding and repairs have been completed, that all costs in connection therewith have been paid by the User and said costs are fair and reasonable and said certification shall

also include an itemization of costs. Nothing herein contained shall be deemed to release the User from any of its repair, maintenance or rebuilding obligations under the Agreement.

- 6.7 If there is damage or destruction to the Space covered by insurance under this Section, the User shall promptly repair, rebuild or replace the damaged or destroyed portion of the Space.
- 6.8 If the User does not so properly proceed then Johnson Controls may repair or rebuild and may apply such proceeds of such insurance towards such repair, replacement and rebuilding, but no such application shall relieve the User of its obligations under this Agreement, or Johnson Controls in its discretion may elect to relieve the User of its obligations under this Agreement to repair, replace and rebuild the damaged or destroyed property, and not to have said property repaired, replaced or rebuilt and in such latter event the entire proceeds of the insurance shall be retained by Johnson Controls.
- 6.9 If, moreover, there is damage or destruction to the property covered under this Section which occurs within the last three years of the term of the Basic Agreement or any renewals thereof, the obligations of the User to repair, replace or rebuild such damaged or destroyed property shall be discharged (provided that the insurance applicable thereto has been maintained in full force and effect) and the entire proceeds of the insurance applicable thereto shall be retained by Johnson Controls.
- 6.9.1 The User has the right to terminate this Agreement if the Space can not be fully utilized for the uses it was intended to be as per Section 2 herein.

7. Indemnity, Liability Insurance

- 7.1 The User shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives; and Johnson Controls, its subsidiaries and affiliates, their Directors, officers, employees and agents (to include reasonable attorneys and other professional fees) from and against all claims and demands of third persons, including, but not limited to, claims and demands for death or personal injury or for property damage arising out of the use and occupancy of the Space by the User or out of any other acts or omissions of the User, its officers, employees on the Space or out of the acts or omissions of others on the Space with consent of the User whether or not such claims, demands, causes of action, liabilities, etc., are made or asserted before or after termination or expiration of this Agreement, except where these result from the negligent or willful acts of Johnson Controls, its officers, employees, or agents.

- 7.2 Without, in any way, limiting the scope, generality and effect of other indemnifications in this Agreement, the User specifically agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives; and Johnson Controls, its Directors, officers, shareholders, transferees, employees, and agents, successors in interest and assigns, for six (6) years after the expiration date or termination date of this Agreement or any renewal hereof, from and against any and all claims, liabilities, judgments, injuries, damages, costs, expenses, and penalties (including remediation and disposal costs and reasonable attorney's fees), arising from or caused by "Environmental Conditions" at the Space or adjacent to the Space and originating, emanating or migrating from equipment owned by User and located on the Space or caused by User and located on the Space or caused by User, its employees, agents, or servants.
- 7.2.1 The term "Environmental Conditions" shall mean the following when used in this Agreement: leaks, spills, or discharges of motor vehicle fuel, petroleum products, or hydrocarbon derivatives into subsurface soil, ambient air, surface waters, or groundwaters, which condition requires investigation and/or remedial or corrective action by governmental agencies with jurisdiction over the Space and/or compliance with permit requirements, standards, rules, regulations and ordinances and/or results in claims, demands or liabilities against the Port Authority, Johnson Controls or the Airport by third parties including, without limitation, governmental entities.
- 7.3 User shall, at its sole expense, maintain in effect at all times during the Term of this Agreement, insurance coverage with limits not less than those set forth below with insurers licensed to do business in New Jersey:
- 7.3.1 Worker's Compensation Insurance, minimum limit as defined by Statute and as same may be amended from time to time;
- 7.3.2 Employer's Liability Insurance, minimum limit \$1,000,000;
- 7.3.3 Commercial General, Liability, Bodily Injury/Property, Damage Insurance, combined single limit of \$25,000,000.
- 7.3.4 Automobile Liability Insurance, minimum limit \$300,000.
- 7.3.5 These policies shall be on a form acceptable to Johnson Controls, endorsed to include Johnson Controls and the Port Authority as additional insureds, when applicable, state that the insurance is primary over any insurance carried by Johnson Controls or Port Authority, and the commercial general liability policy shall include the following coverages:
- 7.3.6 Premises/Operation;

- 7.3.7 Independent Contractors;
- 7.3.8 Broad Form Contractual in support of the Indemnity Section of this Agreement; and
- 7.3.9 Personal Injury Liability.
- 7.3.10 Each workers' compensation, employer's liability, and automobile liability policy shall include a Waiver of Subrogation in favor of Johnson Controls and the Port Authority. If User elects to self insure this provision is null and void.
- 7.4 In addition to the obligations set forth in the above subsections, the User in its own name as assured shall maintain personal property insurance covering loss or damage to its property on or at the Space. Such policy shall be in an amount to cover maximum exposure at any time.
- 7.5 User shall have the right to self-insure the risk covered in this Section.
- 7.6 As to any insurance required by the provisions of this Agreement to be obtained by or at the direction of the User, a certified copy of each of the policies or certificates evidencing the existence thereof, or binders, together with evidence of the payment of the premium thereon, shall be delivered to Johnson Controls within fifteen (15) days prior to occupancy by User of the Space. Certificates of Insurance should specify the additional insured status mentioned above as well as the Waivers of Subrogation. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving twenty (20) days' written advance notice thereof to Johnson Controls. A renewal policy shall be delivered to Johnson Controls at least twenty (20) days prior to the expiration date of each expiring policy, except for any policy expiring after the date of expiration of the term. If at any time any of the policies shall be or become unsatisfactory to Johnson Controls as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to Johnson Controls, the User shall promptly obtain a new and satisfactory policy in replacement.
- 8. Ingress and Egress
- 8.1 The User, its customers, its contractors, suppliers of material and furnishers of services shall have the right of ingress and egress between the Space and the city streets or public ways outside the Airport by means of such pedestrian

the User agrees to supply and require its employees to wear or carry badges or other suitable means of identification, which shall be subject to the prior and continuing approval of the Manager of the Airport.

- 9.3 The User shall daily remove from the Space by means of facilities provided by User all garbage, debris and other waste materials arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein, said receptacles being provided and maintained by the User. The receptacles shall be kept covered except when filling or emptying the same. The User shall exercise extreme care in removing such garbage, debris and other waste materials from the Space. The manner of such storage and removal shall be subject in all respects to the continual approval of Johnson Controls. No facilities of the Airport shall be used for such removal unless with Johnson Controls's prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Space. User shall comply with all applicable state and federal hazardous waste laws, regulations and rules and User shall maintain records at the Space that demonstrate compliance with applicable hazardous waste laws, regulations and rules.
- 9.4 It is intended that the standards and obligations imposed by this Section shall be maintained or complied with by the User in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the User agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.
- 9.5 The User shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Fire Protection Association and the Fire Insurance Organization of New Jersey or of any other board or organization exercising or which may exercise similar functions which may pertain or apply to the operations of the User on the Space and the User shall, subject to and in accordance with the provisions of this Agreement relating to construction by the User, make any and all structural or nonstructural improvements, alterations or repairs of the Space that may be required at any time hereafter by any such present or future rule, regulation, requirement, order or direction. If by reason of any failure on the part of the User to comply with the provisions of this Section, any fire

insurance, extended coverage or other insurance rate on the Space or any part thereof, or on the Airport or any part thereof, shall at any time be higher than it otherwise would be, then the User shall pay to Johnson Controls that part of all premiums paid by Johnson Controls which shall have been charged because of such violation or failure by the User.

- 9.6 The User shall install and maintain calibration and meters, so placed as to meter all fuel delivered to the Space. Such calibration shall be maintained in conformance with New Jersey Weights and Measures Statutes, and shall notify Johnson Controls whenever calibration is performed.
- 9.7 In connection with the conduct of User's business the User shall:
 - 9.7.1 use its best efforts in every proper manner to maintain, develop and increase the business conducted by it hereunder, provided, however, that the User is not obligated to price its products in any specific manner;
 - 9.7.2 not divert, cause or allow to be diverted, any business from the Airport;
 - 9.7.3 maintain in accordance with accepted accounting practice during the term hereof User's records and books of account recording all transactions at, through or in anywise connected with the Airport which records and books of account shall be kept at all times at the User's place of business either at the Airport or at any other location from which they can be produced within five (5) days from the date of request;
 - 9.7.4 permit in ordinary business hours during the term hereof and for one (1) year thereafter the examination and audit by the officers, employees or representatives of Johnson Controls of such records and books of account and also any records and books of account of any company owned or controlled by the User if said Company performs services similar to those performed by the User anywhere at the Airport.
- 9.8 In the event of any product spills or other environmentally polluting discharges or Environmental Condition arising from User's equipment or caused by User, its employees, agents or servants, clean up of such spills or discharges or correction of the Environmental Condition shall be the sole responsibility of the User. The User shall commence containment or clean up operations within eight (8) hours or sooner as necessary for operational or safety consideration and shall notify Johnson Controls immediately of the spill and such cleanup operation. Such cleanup shall be to the standards required by the U. S. Environmental Protection Agency, New Jersey Department of Environmental Protection or any other agency with jurisdiction over the Space. A spill

or vehicular roadways to be used in common with others having rights of passage within the Airport, as may from time to time be designated by Johnson Controls for the use of the public.

- 8.2 The User shall have the right of ingress and egress between the Space and the public landing areas at the Airport by means of connecting taxiways, to be used in common with others having rights of passage thereon.
- 8.3 The use of any such roadway or taxiway shall be subject to the Rules and Regulations of the Airport which are now in effect or which may hereafter be promulgated for the safe and efficient operation of the Airport. Johnson Controls may, at any time, temporarily or permanently, close or consent to or request the closing of, any such roadway or taxiway and any other way at, in or near the Space presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to the User. The User hereby releases and discharges the Port Authority, its Commissioners, officers, employees and agents; Johnson Controls, its subsidiaries, their Directors, officers, employees and agents and all municipalities and other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the User may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, whether within or outside the Space. The User shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Space or in any streets or roadways near the Space.

9. Various Obligations of the User

- 9.1 The User shall conduct its operations in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Space on the Airport. The User shall take all reasonable measures:
- 9.1.1 to eliminate vibrations tending to damage any equipment, structure, building or portion of a building which is on the Space, or is a part thereof, or is located elsewhere on the Airport, and
- 9.1.2 to keep the sound level of its operations as low as reasonably possible.
- 9.2 The User shall control the conduct, demeanor and appearance of its employees and invitees and of those doing business with it, and upon objection from Johnson Controls concerning the conduct, demeanor or appearance of any such shall immediately take all lawful steps necessary to remove the cause of the objection. If Johnson Controls shall so request,

or discharge means a discharge of any hazardous substance which is in such quantity or concentration as may be harmful or which poses a foreseeable risk of harm to public health or welfare or to natural resources. All costs of containment or clean up for such spill or discharge shall be borne by the User. The User shall comply with all applicable State and Federal laws, regulations and rules regarding aboveground and underground storage tanks.

9.8.1 The User shall be considered the "generator" of all wastes generated by the User in storage tanks and within the Space for purposes of federal, state or local hazardous and non-hazardous waste laws and regulations. The User shall perform the duties and responsibilities of the "generator" in compliance with all applicable laws and regulations, including (without limitation) identifying, packaging, manifesting, reporting, recordkeeping, handling, transporting, and disposing of all hazardous and non-hazardous liquid or solid wastes removed by User from storage tanks or generated by User within the Space.

9.9 The User shall be solely responsible for compliance with the provisions of this Section and no act or omission of Johnson Controls shall relieve the User of such responsibility.

10. Prohibited Acts

10.1 The User shall not install, maintain, operate or permit the installation, maintenance or operation of any restaurant, kitchen, stand or other establishment of any type for the sale of food or of any vending machines or device designed to dispense or sell merchandise or services of any kind to the public, except that User may, for the benefit of its employees, customers, guests and visitors install coin operated vending machines or services for the dispensing and sale of the following:

10.1.1 Hot and cold packaged foods;

10.1.2 Hot and cold beverages;

10.1.3 Candy and chewing gum;

10.1.4 Tobacco and tobacco products;

10.1.5 Newspapers and periodicals;

10.1.6 Telephone services (pay stations)
(hereinafter called "vending machines").

10.2 If User, installs or causes to be installed vending machines on the Space for the limited sale of merchandise or services permitted hereunder, User shall have the right to retain the revenues derived therefrom, provided, however, that:

- 10.2.1 The User shall itself, and shall also require its contractors, to indemnify and hold harmless Johnson Controls, its subsidiaries, their Directors, officers, agents and employees and the Port Authority, its Commissioners, officers, agents and employees (to include reasonable attorney's and other professional fees) from and against all claims and demands of third persons (including employees, officers and agents of Johnson Controls and the Port Authority), arising or alleged to arise out of the installation, operation or maintenance of the vending machines (or consumable obtained therefrom) or arising or alleged to arise out of any actual or alleged infringement of any patent, trademark or copyright or any alleged or actual unfair competition in any wise connected with the operation of the vending machines whether or not such claims, demands, causes of action, liabilities, etc. are made or asserted before or after termination or expiration of this agreement.
- 10.3 The limited right to install, operate and maintain vending machines granted to User herein may be terminated by Johnson Controls at any time during the term of this Agreement upon ninety (90) days' notice to the User and Johnson Controls, at any time thereafter, may substitute for the User's vending machines other machines selling similar merchandise or services operated by Johnson Controls or by its permittee or concessionaire and thereupon User shall remove its machines.
- 10.4 Upon installation by Johnson Controls or by its permittee or concessionaire of vending machines in substitution of User's vending machines, all revenues derived therefrom shall be retained by Johnson Controls.
- 10.5 Upon rendering of notice to User of termination of the right to operate vending machines, Johnson Controls may elect to permit User's vending machines to remain, but in such case, User shall pay or cause to be paid to Johnson Controls each month for each machine upon the same basis for the preceding month as any permittee or concessionaire of Johnson Controls then operating machines at the Airport for sale to the general public of similar merchandise or rendering of similar services.
- 10.6 The termination by Johnson Controls of the limited right of User to install vending machines at the Space shall be nondiscriminatory in that similar rights granted to other Users at the Airport shall be terminated concurrently therewith, and in the exercise of such right by Johnson Controls User shall not be entitled to assert any claim or institute any action or proceeding at law or in equity to assert any claim on account thereof whether for loss, damages or loss of revenue, consequential or otherwise.
- 10.7 The User shall not overload any floor or paved area on the Space and shall repair any floor including supporting members and any paved area damaged by overloading.

- 10.8 The User shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the utility, mechanical, electrical, drainage and sewer systems, fire-protection system and other systems installed or located on or in the Space.
- 10.9 The User shall not commit any nuisance or permit its employees or others on the Space with its consent to commit or create or continue or tend to create any nuisance on the Space or in or near the Airport.
- 10.10 The User shall not cause or permit to be caused or produced upon the Space, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases, vapor or odors.
- 10.11 The User shall not do or permit to be done any act or thing upon the Space which:
- 10.11.1 will invalidate or conflict with any fire insurance policies covering the Space or any part thereof, or the Airport or any part thereof; or
- 10.11.2 in the opinion of Johnson Controls, may constitute an extra hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Agreement; or
- 10.11.3 will increase the rate of any fire insurance, extended coverage or other insurance on the Airport or any part thereof or upon the contents of any building or structure thereon.

11. Rules and Regulations

- 11.1 User shall observe and obey and shall compel others on the Space and those doing business with it with respect to the Space to observe and obey such Rules and Regulations of the Airport as are now in effect or as may be promulgated from time to time for the government and conduct of operations of the Airport for reasons of safety, health or preservation of property, for the good and orderly appearance of the Space and for the safe and efficient operation and use of the Space. If a copy of the Rules and Regulations is not attached, then Johnson Controls will make a copy thereof available to the User at the office of the Manager of Teterboro Airport.

12. Signs

- 12.1 Except with the prior written approval of Johnson Controls, the User shall not erect, maintain or display any advertising, signs, posters or similar devices at or on the Space.

- 12.2 Upon demand by Johnson Controls, the User shall remove, obliterate or paint out any and all advertising, signs, posters and similar devices placed by the User on the Space or elsewhere on the Airport without the prior approval of Johnson Controls. In the event of a failure on the part of the User so to remove, obliterate or paint out each and every sign or piece of advertising and so to restore the Space and the Airport, Johnson Controls may perform the necessary work and the User shall pay the costs thereof to Johnson Controls on demand.

13. Assignment

- 13.1 The User agrees that it will not grant the right of sub-use, sell, convey, transfer, assign, mortgage or pledge this Agreement or any part thereof or any rights granted thereby without the prior written consent of Johnson Controls, which shall not be unreasonably withheld. In the event that such consent is granted, Johnson Controls reserves the right to receive directly all payments of any kind, whether fees or otherwise, paid by the assignee, transferee, sub-user, or purchaser as the case may be for the use and/or occupancy of the space.

- 13.2 If the User assigns, sells, conveys, transfers, mortgages, pledges, or grants the right of sub-use under this Agreement in violation of the foregoing provisions of this Section, or if the Space is occupied by anyone other than the User, Johnson Controls may collect from any assignee, sub-user or anyone who claims a right to this Agreement or who occupies the Space any charges or fees payable by said assignees, sub-user or other user and no such payment shall be deemed a waiver by Johnson Controls of the covenants or agreements contained in this Section nor of acceptance by Johnson Controls of any assignee, claimant or occupant, nor as a release of the User by Johnson Controls from the further performance by the User of the agreements contained herein including but not limited to the payment fees.

14. Condemnation

- 14.1 The User, in any action or proceeding instituted by any governmental agency or agencies for the taking for a public use of any interest in all or any part of the Space, shall not be entitled to assert any claim to any compensation or award or part thereof made or to be made therein or therefor, or to institute any action or proceeding or to assert any claim against such agency or agencies or against the Port Authority or Johnson Controls, or its subsidiaries and affiliates for or on account of any such taking (except the possible claim to an award for loss of the User's removable fixtures), it being understood and agreed between Johnson Controls and the User that Johnson Controls shall be entitled to all the compensation or awards made or to be made or paid for in such taking, free of any claim or right of the User.

- 14.2 In the event of a taking of the entire Space by any governmental agency or agencies, then this Agreement shall be cancelled as of the date possession is taken from the Port Authority by the agency or agencies, and shall cease and expire in the same manner and with the same effect as if the Agreement had on that date expired.
- 14.3 In the event that all or any portion of the Space is required by the Port Authority to comply with any present or future governmental law, rules, regulation, requirement, order or direction, Johnson Controls may by notice given to the User terminate the Agreement with respect to all or such portion of the Space so required. Such termination shall be effective on the date specified in the notice. The User hereby agrees to deliver possession of all or such portion of Space so required upon the effective date of such termination.
- 14.4 No taking by or conveyance to any governmental authority as described above nor any delivery by the User nor taking by the Port Authority pursuant to this subsection shall be or be construed to be a breach of this Agreement or be made the basis of any claim by the User against the Port Authority or Johnson Controls or its subsidiaries and affiliates for damages, consequential or otherwise.
- 14.5 In the event of a taking by any governmental agency or agencies or by the Port Authority of a part of the Space, then use of such part only shall, as of the date possession thereof is taken, cease and determine, and the Fees thereafter to be paid by the User to Johnson Controls shall be abated as hereinafter provided from and after the date of such taking. In the event that a substantial part shall be taken, which shall be deemed to mean a taking so extensive that the User is unable to use or operate the Space for the purposes expressed in this Agreement, then the User shall have the right to be exercised within thirty (30) days of the taking to terminate this Agreement, such termination to have the same effect as expiration.

15. Non-Discrimination

- 15.1 Without limiting the generality of any of the provisions of this Agreement, the User, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of sex, race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Space, (2) that in the construction of any improvement on, over, or under the Space and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination, (3) that the User shall use the

Space in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the User's operations thereat, whether by reason of agreement between Johnson Controls and the United States Government or otherwise.

- 15.2 The User assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The User assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The User assures that it will require that its covered suborganization provide assurances to the User that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- 15.3 The User shall include the provisions of the above subsections in every agreement or concession pursuant to which any person or persons, other than the User, operates any business or facility in or at the Space providing services to the public and shall also include therein a provision granting Johnson Controls a right to take such action as the United States may direct to enforce such covenant.
- 15.4 The User's noncompliance with the provisions of this Section shall constitute a material breach of the Agreement. In the event of the breach by the User of any of the above nondiscrimination provisions, Johnson Controls may take any appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from Johnson Controls, Johnson Controls shall have the right to terminate this Agreement with the same force and effect as a termination under the Section of the Agreement providing for termination for default by the User in the performance or observance of any other term or provision of the Agreement; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, Johnson Controls may take such action as the United States may direct.
- 15.5 The User shall indemnify and hold harmless Johnson Controls, its subsidiaries and affiliates and the Port Authority (to include reasonable attorney's and other proposed fees) from

any claims and demands of third persons including the United States of America resulting from the User's noncompliance with any of the provisions of this Section and the User shall reimburse Johnson Controls and the Port Authority for any loss or expense incurred by reason of such noncompliance, whether or not such claims, demands, causes of action, liability, etc., are made or asserted before or after termination or expiration of this agreement.

- 15.6 Nothing contained in this Section shall grant or shall be deemed to grant to the User the right to transfer or assign the Agreement, to make any agreement or concession of the type mentioned in this Section, or any right to perform any construction on the space.

16. Governmental Requirements

- 16.1 The User shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the User's operations at the Space which may be necessary for the User's operations there at. The User shall register all storage tanks within the Space as required by all applicable laws, regulations and rules regulating aboveground and underground storage tanks.

- 16.2 The User shall pay, or reimburse Johnson Controls for, all taxes, license, certification, permit and examination fees and excise which may be assessed, levied, exacted or imposed on the Space or operation hereunder or on the gross receipts or income to User therefrom, and shall make all applications, reports and returns required in connection therewith.

- 16.3 Johnson Controls has agreed by a provision in its agreement with the Port Authority covering the Airport to conform to the enactments, ordinances, resolutions and regulations of various governmental authorities having jurisdiction of the airport and of their various departments, boards and bureaus in regard to construction and maintenance of buildings and structures and in regard to health and fire protection. The User shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to Johnson Controls. The User shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the User at the Space. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the User, acting in good faith, User shall notify the enacting authority that said compliance is not a submission by Johnson Controls to the application to itself of such requirements or any of them. Such compliance shall not constitute a breach of this Agreement.

- 16.4 The User shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the User's operations at the Space.
- 16.5 The User's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Space.
17. Rights of Entry Reserved
- 17.1 The Port Authority, by its officers, employees, agents, representatives and contractors and Johnson Controls and its subsidiaries and affiliates by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times, and so as not to reasonably interfere with the User's operation hereunder, to enter upon the Space for the purpose of inspecting the same, for observing the performance by the User of its obligations under this Agreement and for the doing of any act or thing which the Port Authority or Johnson Controls may be obligated or have the right to do under this Agreement, or otherwise.
- 17.2 Without limiting the generality of the foregoing, Johnson Controls, by its officers, employees, agents, representatives and contractors and by the employees, agents, representatives and contractors of any furnisher of utility services in the vicinity, shall have the right, for its own benefit, for the benefit of the User, or for the benefit of others than the User at the Airport, to maintain existing and future utilities systems or portions thereof on the Space, including therein, without limitation thereto, systems for the supply of heat, water, gas, fuel, electricity and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, telegraph and telephone services, including all lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to such systems, and to enter upon the Space at all reasonable times to make such repairs, replacements or alterations as may, in the opinion of Johnson Controls, be deemed necessary or advisable and, from time to time to construct or install over, in or under the Space new systems or parts thereof, including lines, pipes, mains, wires, conduits and equipment; provided, however, that in the exercise of such rights of repair, alteration or new construction Johnson Controls shall not unreasonably interfere with the use and occupancy of the Space by the User.
- 17.3 The exercise of any or all of the foregoing rights by the Port Authority, Johnson Controls or others shall not be or be construed to be an eviction of the User nor be made the grounds for any abatement of fees, nor any claim or demand for damages, consequential or otherwise.

17.4 Nothing in this Section shall impose or shall be construed to impose upon Johnson Controls or the Port Authority any obligation so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do.

18. Basic Agreement

18.1 In the event the Basic Agreement is terminated, revoked, cancelled or expires, this Agreement shall terminate on the day preceding such date the same as if such preceding date were the expiration date of the term of this Agreement and such termination, revocation, cancellation or expiration of the Basic Agreement shall not be deemed a breach of this Agreement. Johnson Controls shall use its best efforts to notify the User in advance in the event of such termination.

19. Patents, Trademarks

19.1 The User represents that it is the owner of or fully , authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in anywise connected with this Agreement. The User agrees to indemnify and to save and hold the Port Authority, Johnson Controls, its subsidiaries and affiliates, their Commissioners, Directors, officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the User under or in anywise connected with this Agreement, whether or not such claims, demands, causes of action, liabilities, etc., are made or asserted before or after termination or expiration of this Agreement and to include reasonable attorney's and other professional fees.

20. Additional Fees and Charges

20.1 If Johnson Controls is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the User to perform or fulfill any one or more of the conditions or agreements contained in this Agreement, or as a result of an act or omission of the User contrary to the said conditions and agreements, the User agrees to pay the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, and the same may be added to any installment of Fees thereafter due hereunder, and each and every part of the same shall be and become additional Fees, recoverable by Johnson Controls in the same manner and with like remedies as if they were originally a part of the Fees as set forth in the Section entitled "Fees to Johnson Controls" hereof.

21. Right of Re-Entry

- 21.1 Johnson Controls shall, as an additional remedy upon the giving of a notice of termination as provided in the Section entitled "Termination by Johnson Controls" hereof, have the right to re-enter the Space and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of the User under this Agreement, and shall in no event constitute an acceptance of surrender.

22. Surrender

- 22.1 The User covenants and agrees to yield and deliver peaceably to Johnson Controls possession of the Space on the date of cessation of the Agreement, whether such cessation be by termination, expiration or otherwise, promptly and in good condition, except for reasonable wear which does not cause or tend to cause deterioration of the improvements or adversely affect the efficiency or proper utilization thereof.

23. Termination by Johnson Controls

- 23.1 Upon the occurrence of any of the following events or at any time thereafter during the continuance thereof, Johnson Controls may terminate the rights of the User under this Agreement upon five (5) days' written notice, such termination to be effective upon the date specified in such notice:
- 23.1.1 The User shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 23.1.2 By order of decree of a court the User shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if the User is a corporation, by any of the stockholders of the User, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

- 23.1.3 A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the User and shall not be dismissed within thirty (30) days after the filing thereof; or
- 23.1.4 Except as may be provided in the Section of this Agreement entitled "Assignment," the interest of User under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or
- 23.1.5 The User, if a corporation, shall, without sixty (60) days prior written notice to Johnson Controls, become a successor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution, except in the event that the surviving corporation is substantially controlled by the User, the foregoing shall not apply; or
- 23.1.6 By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the Space of the User and such possession or control shall continue in effect for a period of twenty (20) working days; or
- 23.1.7 The User shall voluntarily abandon, desert or vacate the Space or discontinue its operations at the Airport, or, after exhausting or abandoning any right of further appeal, the User shall be prevented for a period of sixty (60) days by action of any governmental agency having jurisdiction thereof, from conducting its operations at the Airport, regardless of the fault of the User; or
- 23.1.8 Any lien is filed against the Space because of any act or omission of the User and is not removed within forty-five (45) days after notice to the User thereof; or
- 23.1.9 The User shall fail duly and punctually to pay the Fees or to make any other payment required hereunder when due to Johnson Controls and shall persist in its failure for a period of ten (10) days following the receipt of written notice of such default from Johnson Controls; or
- 23.1.10 The User shall fail to keep, perform and observe each and every other promise and agreement set forth in this Agreement on its part to be kept, performed, or observed, within ten (10) days after receipt of notice of default thereunder from Johnson Controls (except where fulfillment of its obligation requires activity over a period of time, and the User shall have commenced substantially to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues diligently such substantial performance without interruption except for causes beyond its control); or

- 23.1.11 There shall be an occurrence of any of the events of default resulting in termination of any other use and occupancy agreements or permits between the User and Johnson Controls at the Airport.
- 23.2 If any of the events enumerated in the above subsections of this Section shall occur prior to the effective date of this Agreement, the User shall not be entitled to enter into possession of the Space, and Johnson Controls upon the occurrence of any such event, or at any time thereafter during the continuance thereof by twenty-four (24) hours' notice may cancel this Agreement, such cancellation to be effective upon the date specified in such notice.
- 23.3 No acceptance by Johnson Controls of fees, charges, or other payments in whole or in part for any period or periods after a default of any of the terms, agreements and conditions hereof to be performed, kept or observed by the User shall be deemed a waiver of any right on the part of Johnson Controls to terminate this Agreement.
- 23.4 No waiver by either party of any default on the part of the other party in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the other party shall be or be construed to be a waiver by either party of any other or subsequent default in performance of any of the valid terms, agreements and conditions.
- 23.5 The rights of termination described above shall be in addition to any other rights of termination provided in this Agreement and in addition to any rights and remedies that Johnson Controls would have at law or in equity consequent upon any breach of this Agreement by the User, and the exercise by Johnson Controls of any right of termination shall be without prejudice to any other such rights and remedies, except that in the event of termination pursuant to the portion of the subsection above of this Section reading "after exhausting or abandoning any right of further appeal, the User shall be prevented for a period of sixty (60) days by action of any governmental agency having jurisdiction thereof, from conducting its operations at the Airport, regardless of the fault of the User," the sole right of Johnson Controls shall be a right of termination.

24. Services by User

- 24.1 A principal purpose of Johnson Controls in the making of this Agreement is to make available at the Airport the items and/or services which the User is permitted to sell and/or render hereunder and the User hereby warrants and agrees that it will conduct a first-class operation and will furnish all necessary or proper fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials, and facilities.

- 24.2 The User shall:
- 24.2.1 furnish good, prompt and efficient service hereunder adequate to meet all demands therefor at the Space;
 - 24.2.2 furnish said service on a fair, equal and nondiscriminatory basis to all users thereof; and
 - 24.2.3 charge fair, reasonable and nondiscriminatory prices for each unit of sale or service, provided that the User may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume, or other purchasers.
- 24.3 As used in the above subsections, "service" shall include furnishing of parts, materials and supplies (including sale thereof).
- 24.4 The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Federal Airport Act of 1946 and pursuant to the Airport and Airway Development Act of 1970 (49 U.S.C. 1701), as the same have been amended and supplemented, and the Port Authority may in the future apply for and receive further such grants. Johnson Controls under its Operating Agreement with the Port Authority for Teterboro Airport, dated September 19, 1967, has assumed certain obligations of the Port Authority under the Grant Agreement and in connection therewith, the Port Authority and Johnson Controls may in the future undertake certain additional obligations respecting the operation of the Airport and the activities of contractors, lessees and permittees thereon. The performance by the User of the promises and obligations contained in this Agreement is therefore a special consideration and inducement to Johnson Controls to enter into this Agreement and the User further covenants and agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority and/or Johnson Controls in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the User of its obligations under this Agreement, the User will promptly comply therewith, at the time or times when and to the extent that Johnson Controls may direct.
25. Survival of the Obligations of the User
- 25.1 In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided in the Section entitled "Termination by Johnson Controls" hereof (excluding termination under 23.1.7 not resulting from the fault of the User), or in the event that Johnson Controls has re-entered, regained or resumed possession of the Space in

accordance with the provisions of the Section entitled "Right of Re-Entry" hereof, all the obligations of the User under this Agreement shall survive such termination or cancellation, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to Johnson Controls to the same extent, at the same time or times, and in the same manner as if no termination, cancellation, re-entry, regaining or resumption of possession had taken place. Johnson Controls may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency, for the entire unexpired term of the Agreement.

25.2 The amount of damages for the period of time subsequent to termination or cancellation (or re-entry, regaining or resumption of possession) on account of the User's Fee obligations, shall be the sum of the following:

25.2.1 The amount of the total of all installments of fees pursuant to the Section entitled "Fees to Johnson Controls" hereof, less the installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect on the basis of the total days in the month; and an amount equal to all expenses incurred by Johnson Controls in connection with regaining possession, restoring the Space, acquiring a User for the Space, legal expenses (including but not limited to attorneys' fees), putting the Space in order including, without limitation to, cleaning, redecorating (on failure of the User to restore), maintenance and brokerage fees.

26. Use Subsequent to Cancellation or Termination

26.1 Johnson Controls, upon termination or cancellation pursuant to the Section entitled "Termination by Johnson Controls" of this Agreement, or upon any re-entry, regaining or resumption of possession pursuant to the Section entitled "Right of Re-Entry" of this Agreement, may occupy the Space or may enter into an agreement with another User and shall have the right to permit any person, firm or corporation to enter upon the Space and use the same. Such use may be part only of the Space or of the entire Space or a part thereof, together with other space, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement. Johnson Controls shall also, upon said termination or cancellation, or upon said re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in

the Space, including changes which alter the character of the Space and the suitability thereof for the purposes of the User under this Agreement, without affecting, altering or diminishing the obligations of the User hereunder.

26.2 In the event either of use by others or of any actual use and occupancy by Johnson Controls, there shall be credited to the account of the User against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any User, licensee, permittee or other occupier in connection with the use of the said Space or portion thereof during the balance of the term of use and occupancy as the same is originally stated in this Agreement, or from the market value of the occupancy of such portion of the Space as Johnson Controls may itself during such period actually use and occupy, less all expenses, costs and disbursements incurred or paid by Johnson Controls in connection therewith.

26.3 No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Space, nor shall such use and occupancy constitute a waiver of any rights of Johnson Controls hereunder. Johnson Controls will use its best efforts to minimize damages to User under this Section commensurate with its obligations under the Basic Agreement.

27. Remedies to be Non-Exclusive

27.1 Except where otherwise specifically provided, all remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to either party at law or in equity.

28. Limitation of Rights and Privileges Granted

28.1 No exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Space or any part thereof are granted or intended to be granted to the User by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

29. Removal of Personal Property

29.1 The User shall have the right at any time during the term of this Agreement to remove its equipment, inventories, removable fixtures and other personal property from the Space.

29.2 If the User shall fail to remove its property on or before the termination or expiration of the term, Johnson Controls may remove such property to a public warehouse for deposit or retain the same in its own possession, all without insurance, and sell the same at public auction, the proceeds of which

shall be applied first, to the expense of removal, storage and sale; second, to any sums owed by the User to Johnson Controls, with any balance remaining to be paid to the User, but if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the User shall pay such excess to Johnson Controls upon demand.

30. Brokerage

- 30.1 The User represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. The User shall indemnify and save harmless Johnson Controls its subsidiaries and affiliates of and from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission of the User, whether or not such claims, demands, causes of action, liabilities, etc., are made or asserted before or after termination or expiration of this Agreement (to include reasonable attorney's and other professional fees.

31. Notices

- 31.1 Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by certified mail return receipt requested. Notice deemed given, if personally given, faxed when sent, and mailed when received.

Notices to Johnson Controls shall be directed to:

Frederick D. Garmon
Authorized Representative
Johnson Controls World Services Inc.
90 Moonachie Avenue
Teterboro, New Jersey 07608

With copy to:

Airport Manager
399 Industrial Avenue
Teterboro Airport,
Teterboro, New Jersey 07608

Notices to User shall be directed to:

Exxon Corporation
c/o Exxon Company, USA
P.O. Box 4415
Houston, Texas 77210-4415
Attn: Terminal Services

32. Construction and Application of Terms

- 32.1 The Section and subsection headings, if any, in this Agreement, are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of any provision hereof.

33. Non-Liability of Individuals

- 33.1 Neither the Directors of Johnson Controls, its subsidiaries and affiliates, or User nor any officers, agents or employees thereof, shall be charged personally by the other with any liability or held liable to the other under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach or attempted or alleged breach thereof.

34. Construction by the User

- 34.1 The User shall not erect any structures, make any improvements or do any construction work on the Space, or install any fixtures (other than trade fixtures, removable without material damage to the Space, any such damage to be immediately repaired by the User) without the prior written approval of Johnson Controls through the medium of a construction or alteration application and in the event any construction, improvement, alteration, modification, addition, repair or replacement is made without such approval, then upon reasonable notice so to do, the User will remove the same or at the option of Johnson Controls, cause the same to be changed to the satisfaction of Johnson Controls. In case of any failure on the part of the User to comply with such notice, Johnson Controls may effect the removal or change and User shall pay the cost thereof to Johnson Controls.
- 34.2 Title to any construction, improvement, alteration, modification or addition performed by User at or on the Space in accordance with a Johnson Controls approved construction or alteration application shall vest in the Port Authority immediately upon completion without any further action or notice of any kind.

35. Abatement

- 35.1 If at any time the User shall become entitled to abatement of Fees by the provisions of this Agreement or otherwise, the

abatement of Fees shall be made on an equitable basis giving effect to the amount and character of the Space, the use of which is denied the User as compared with the entire Space.

36. Port Authority Consent

36.1 This Agreement shall become effective upon the execution hereof by all parties hereto and the execution of a Consent Agreement between and among the Port Authority, Johnson Controls, and User.

37. Entire Agreement

37.1 This Agreement consists of the following: Sections 1 through 37 inclusive and Exhibit A.

37.2 It constitutes the entire Agreement of the parties on the subject matter hereof and serves to terminate and supersede any prior agreement with regard to the use of the Space hereof. It may not be changed, modified, discharged or extended except by written instrument duly executed by Johnson Controls and the User. The parties agree that no representations or warranties shall be binding upon the other party unless expressed in writing in this Agreement.

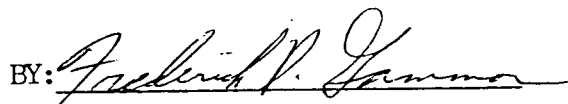
IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

ATTEST:

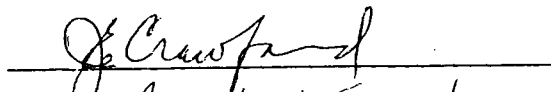

TITLE: Director

JOHNSON CONTROLS WORLD SERVICES INC.

BY:

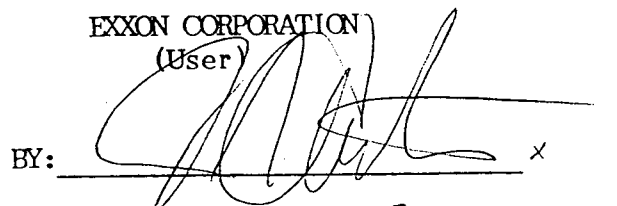

TITLE: Vice President

ATTEST:


TITLE: Assistant Secretary

EXXON CORPORATION
(User)

BY:

 x
TITLE: ATTORNEY-IN-FACT
EXXON COMPANY USA
FUEL PRODUCTS MANAGER

0025T

I, J. E. Crawford, certify that I am the Assistant
Secretary of the corporation named in the attached agreement,
that J. S. Carter who signed said authorized agreement on behalf of
the corporation was then the Attorney in Fact of said corporation; that
said agreement was duly signed for and in behalf of said corporation by
authority of its governing body, and is within the scope of its corporate
powers.

J. E. Crawford
(Signature)

(Corporate Seal)

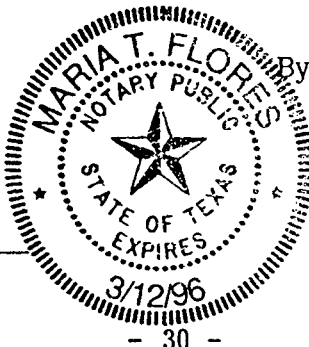
STATE OF Texas
COUNTY OF Harris

On this 4th day of May, One Thousand Nine Hundred
and Ninety Two before me, Maria T. Flores, a Notary Public in
and for the County of Harris, State of Texas, duly
commissioned and qualified, personally appeared J. E. Crawford known to
me to be the person described in and whose name is subscribed to the attached
instrument, and acknowledged to me that she executed the instrument for the
purposes and consideration therein stated.

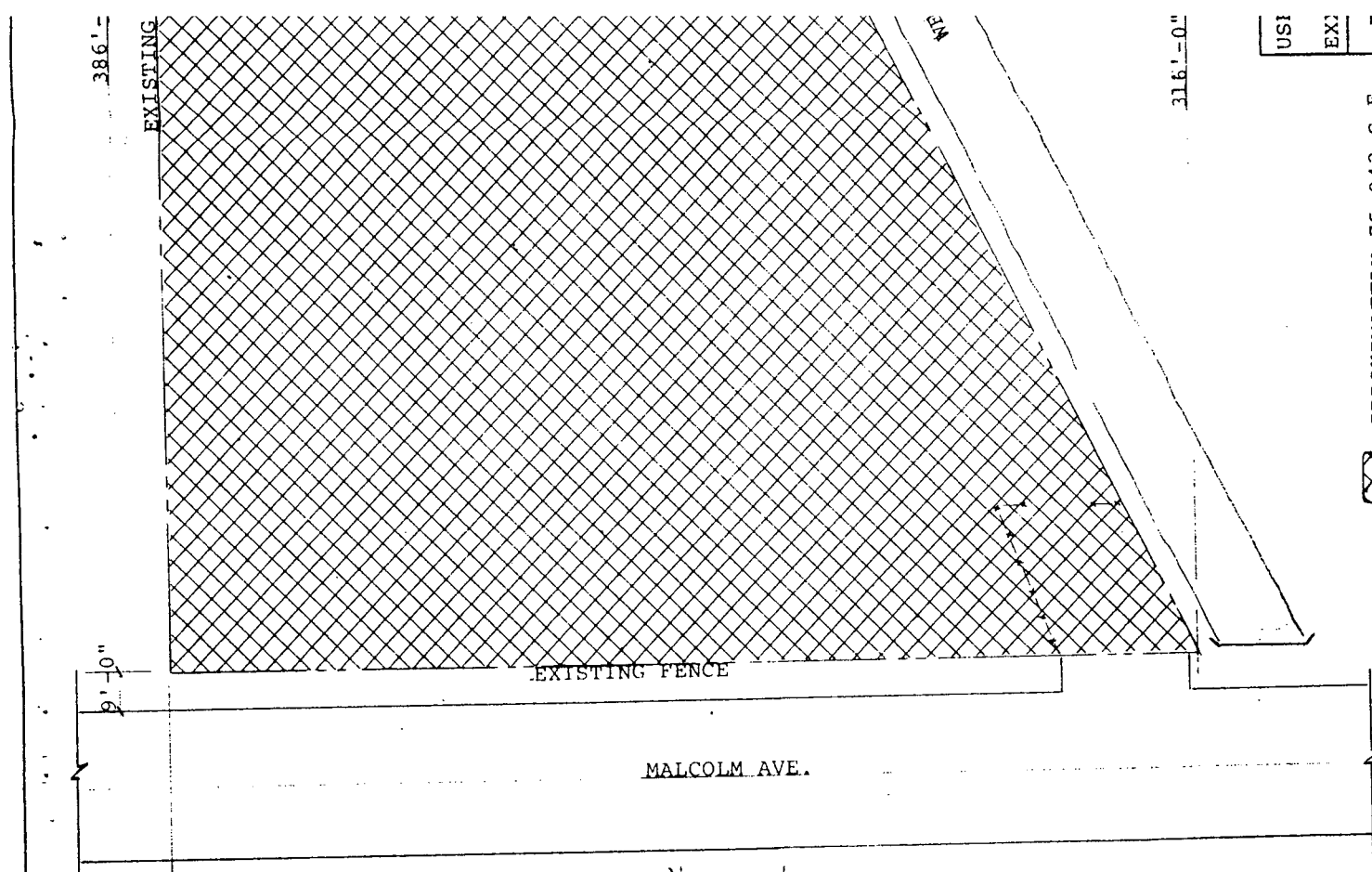
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office
seal, at my office the day and year in this certification first written above.

My Commission Expires:

3-12-96



By: Maria T. Flores



USI	EXI	F	F
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APPROXIMATELY 75,042 S.F.

TO CONCRETE MONUMENT IN
PAVEMENT N.-SIDE MALCOLM AVE.
W.-SIDE INDUSTRIAL AVE.

MONUMENT COORDINATES

X = 736,663.38

Y = 2,165,981.43

INITIALS

APJ *RMB*

WORLD SERVICES

USER

5-6-92

DATE

DATE

CONSENT AGREEMENT

THIS AGREEMENT, dated as of 1st day of January 1990 by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and JOHNSON CONTROLS WORLD SERVICES INC. (hereinafter called "the Airport Operator"), and EXXON CORPORATION (hereinafter called the "User"),

WITNESSETH, THAT:

WHEREAS, the Port Authority and the Airport Operator have heretofore entered into an agreement dated September 19, 1967 (which agreement, as the same has been or may hereafter be supplemented and amended, is hereinafter called "the Main Agreement") pursuant to which the Airport Operator is operating and using Teterboro Airport (hereinafter called "the Airport"); and

WHEREAS, pursuant to and in accordance with the terms of the Main Agreement, the Airport Operator proposes as of the effective date hereof to enter into a Use and Occupancy Agreement with the User dated as of January 1, 1990, a copy of which is attached hereto, made a part hereof and hereafter called "the Use Agreement," subject to the consent of the Port Authority and the execution of a Consent Agreement by and among the Airport Operator, the User and the Port Authority;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Airport Operator and the User hereby agree effective as of January 1, 1990, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Use Agreement.
2. The Use Agreement shall terminate, without notice to the User, on the day preceding the date of expiration or earlier termination of the Main Agreement, or on such earlier date as the Airport Operator and the User may agree upon. The User shall quit the space covered by the Use Agreement and remove its property and property for which it is responsible therefrom on or before the termination of the Use Agreement.
3. Neither this Consent Agreement, nor anything contained herein nor the consent granted hereunder shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, variation or change in the rights, powers and privileges granted to the Airport Operator under the Main Agreement, nor consent to the granting or conferring of any rights, powers or privileges to the User as may be provided by the Use Agreement if not granted to the Airport Operator under the Main Agreement, nor shall the same impair or change any of the duties, liabilities and obligations imposed on the Airport Operator under the

Main Agreement. The Use Agreement is an agreement between the Airport Operator and the User with respect to the various matters set forth therein. Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute an agreement between the Port Authority and the Airport Operator that the provisions of the Use Agreement shall apply and pertain as between the Airport Operator and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Main Agreement shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Use Agreement, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent Agreement or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Main Agreement as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Use Agreement to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Main Agreement shall, in all respects, be controlling, effective and determinative.

No provision of the Use Agreement including, but not limited to, those imposing obligations on the User with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Use Agreement covering actions which shall or may be undertaken by the User or the Airport Operator including, but not limited to, construction on the space covered by the Use Agreement, be deemed to imply or infer that Port Authority consent or approval thereto pursuant to the Main Agreement will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding approvals or consents as to other matters and provisions in the Use Agreement which are not specifically referred to herein.

4. The User, in its operations under or in connection with the Use Agreement and in its occupancy of the space covered by the Use Agreement, shall be subject to the applicable terms, provisions, covenants and conditions of the Main Agreement. Without in any way affecting the obligations of the Airport Operator under the Main Agreement and under this Consent Agreement, all acts and omissions of the User shall be deemed to be acts and omissions of the Airport Operator under the Main Agreement, but notwithstanding the foregoing, the Airport Operator shall not be or be deemed to

be in default of the Main Agreement to the extent that any of the foregoing shall constitute a breach thereof if, except for causes beyond the control of the Airport Operator, it shall have commenced to remedy said default within twenty (20) days after receipt of notice thereof from the Port Authority and continues diligently to pursue such remedy.

5. The Use Agreement shall not be changed, modified, discharged or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.
6. If the Airport Operator shall at any time be in default of its obligations under the Main Agreement to make payments to the Port Authority, or if there shall occur at any time an event involving insolvency, bankruptcy, arrangement or reorganization of the Airport Operator which under the terms of the Main Agreement would constitute an event the occurrence of which grants the Port Authority the right to terminate the Main Agreement, and provided the same has not been cured within the time granted therefor, if, any, under the Main Agreement, the User shall on demand of the Port Authority pay directly to the Port Authority any fee or other amount due to the Airport Operator. No such payment shall relieve the Airport Operator from any obligations under the Main Agreement or under this Consent Agreement but all such payments shall be credited against the obligations of the Airport Operator and of the User for each payment or part thereof.
7. The granting of the consent hereunder by the Port Authority shall not be or be deemed to operate as a waiver of consent to any subsequent agreement with respect to the use or occupancy of space at the Airport (by the Airport Operator or by the User) or to any assignment of the Main Agreement or the Use Agreement or of any rights under either of them, whether in whole or in part.
8. In the event of any substantial default by the User under any of the provisions of this Consent Agreement and said default has not been cured within thirty (30) days after the Port Authority has served a notice of such default upon the Airport Operator and the User, the Port Authority shall have the right to revoke the consent granted hereunder upon thirty (30) days' written notice to the Airport Operator and the User, but no such revocation shall be deemed to affect the Main Agreement and the continuance thereof, it being understood, moreover, that the foregoing shall not be deemed to affect or limit any rights of the Port Authority under the Main Agreement. In the event of the revocation of the consent hereunder as hereinabove provided, the Airport Operator shall immediately terminate the Use Agreement.
9. Reference herein to the User shall mean and include the User, its officers, agents, employees and also others on the space covered by the Use Agreement or on the Airport with the consent of the User.

10. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be held personally liable to the Airport Operator or to the User under any term or provision of this Consent Agreement or because of its execution or because of any breach or alleged breach hereof.

IN WITNESS WHEREOF, the Port Authority, the Airport Operator and the User have executed these presents.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

ATTEST:

C. Herman

Title: SECRETARY

By:

Donald P. Fitzgerald

Title: DEPUTY DIRECTOR
OF AVIATION

JOHNSON CONTROLS WORLD SERVICES INC.
(Airport Operator)

ATTEST:

[Signature]

Title: Director

By:

Frederick D. Gammon

Title: Vice President

EXXON CORPORATION
(User)

ATTEST:

[Signature]

Title: Assistant Secretary

By:

[Signature]

Title: Attorney-in-Fact

FORM
APPROVED
RMB



CONSENT AGREEMENT

THIS AGREEMENT, dated as of 1st day of January 1990 by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and PAN AM WORLD SERVICES, INC. (hereinafter called "the Airport Operator"), and EXXON COMPANY, USA (a division of Exxon Corporation) (hereinafter called the "User"),

WITNESSETH, THAT:

WHEREAS, the Port Authority and the Airport Operator have heretofore entered into an agreement dated September 19, 1967 (which agreement, as the same has been or may hereafter be supplemented and amended, is hereinafter called "the Main Agreement") pursuant to which the Airport Operator is operating and using Teterboro Airport (hereinafter called "the Airport"); and

WHEREAS, pursuant to and in accordance with the terms of the Main Agreement, the Airport Operator proposes as of the effective date hereof to enter into a Use and Occupancy Agreement with the User dated as of January 1, 1990, a copy of which is attached hereto, made a part hereof and hereafter called "the Use Agreement," subject to the consent of the Port Authority and the execution of a Consent Agreement by and among the Airport Operator, the User and the Port Authority;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Airport Operator and the User hereby agree effective as of January 1, 1990, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Use Agreement.
2. The Use Agreement shall terminate, without notice to the User, on the day preceding the date of expiration or earlier termination of the Main Agreement, or on such earlier date as the Airport Operator and the User may agree upon. The User shall quit the space covered by the Use Agreement and remove its property and property for which it is responsible therefrom on or before the termination of the Use Agreement.
3. Neither this Consent Agreement, nor anything contained herein nor the consent granted hereunder shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, variation or change in the rights, powers and privileges granted to the Airport Operator under the Main Agreement, nor consent to the granting or conferring of any rights, powers or privileges to the User as may be provided by the Use Agreement if not granted to the Airport Operator under the Main Agreement, nor shall the same impair or change any of the duties, liabilities and obligations imposed on the Airport Operator under the

Main Agreement. The Use Agreement is an agreement between the Airport Operator and the User with respect to the various matters set forth therein. Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute an agreement between the Port Authority and the Airport Operator that the provisions of the Use Agreement shall apply and pertain as between the Airport Operator and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Main Agreement shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Use Agreement, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent Agreement or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion pursuant to the Main Agreement as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Use Agreement to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Main Agreement shall, in all respects, be controlling, effective and determinative.

No provision of the Use Agreement including, but not limited to, those imposing obligations on the User with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Use Agreement covering actions which shall or may be undertaken by the User or the Airport Operator including, but not limited to, construction on the space covered by the Use Agreement, be deemed to imply or infer that Port Authority consent or approval thereto pursuant to the Main Agreement will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding approvals or consents as to other matters and provisions in the Use Agreement which are not specifically referred to herein.

4. The User, in its operations under or in connection with the Use Agreement and in its occupancy of the space covered by the Use Agreement, shall be subject to the applicable terms, provisions, covenants and conditions of the Main Agreement. Without in any way affecting the obligations of the Airport Operator under the Main Agreement and under this Consent Agreement, all acts and omissions of the User shall be deemed to be acts and omissions of the Airport Operator under the Main Agreement, but notwithstanding the foregoing, the Airport Operator shall not be or be deemed to

be in default of the Main Agreement to the extent that any of the foregoing shall constitute a breach thereof if, except for causes beyond the control of the Airport Operator, it shall have commenced to remedy said default within twenty (20) days after receipt of notice thereof from the Port Authority and continues diligently to pursue such remedy.

5. The Use Agreement shall not be changed, modified, discharged or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.
6. If the Airport Operator shall at any time be in default of its obligations under the Main Agreement to make payments to the Port Authority, or if there shall occur at any time an event involving insolvency, bankruptcy, arrangement or reorganization of the Airport Operator which under the terms of the Main Agreement would constitute an event the occurrence of which grants the Port Authority the right to terminate the Main Agreement, and provided the same has not been cured within the time granted therefor, if any, under the Main Agreement, the User shall on demand of the Port Authority pay directly to the Port Authority any fee or other amount due to the Airport Operator. No such payment shall relieve the Airport Operator from any obligations under the Main Agreement or under this Consent Agreement but all such payments shall be credited against the obligations of the Airport Operator and of the User for each payment or part thereof.
7. The granting of the consent hereunder by the Port Authority shall not be or be deemed to operate as a waiver of consent to any subsequent agreement with respect to the use or occupancy of space at the Airport (by the Airport Operator or by the User) or to any assignment of the Main Agreement or the Use Agreement or of any rights under either of them, whether in whole or in part.
8. In the event of any substantial default by the User under any of the provisions of this Consent Agreement and said default has not been cured within thirty (30) days after the Port Authority has served a notice of such default upon the Airport Operator and the User, the Port Authority shall have the right to revoke the consent granted hereunder upon thirty (30) days' written notice to the Airport Operator and the User, but no such revocation shall be deemed to affect the Main Agreement and the continuance thereof, it being understood, moreover, that the foregoing shall not be deemed to affect or limit any rights of the Port Authority under the Main Agreement. In the event of the revocation of the consent hereunder as hereinabove provided, the Airport Operator shall immediately terminate the Use Agreement.
9. Reference herein to the User shall mean and include the User, its officers, agents, employees and also others on the space covered by the Use Agreement or on the Airport with the consent of the User.

10. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be held personally liable to the Airport Operator or to the User under any term or provision of this Consent Agreement or because of its execution or because of any breach or alleged breach hereof.

IN WITNESS WHEREOF, the Port Authority, the Airport Operator and the User have executed these presents.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

ATTEST:

By: _____

Title: _____

Title: _____

PAN AM WORLD SERVICES, INC.
(Airport Operator)

ATTEST:

L. B. Gray

By: *Frederick D. Gammon*

Frederick D. Gammon

Title: *Executive Vice President*

Title: Vice President

EXXON COMPANY, USA
(a division of Exxon Corporation)
(User)

ATTEST:

Subaru

By: *J. B. Sallman, Jr.*

FORM
APPROVED *clk*

Title: Assoc. Mktng. Analyst

Title: Distribution Manager

AVIATION FUEL TANK FARM
OPERATING AGREEMENTEXXON COMPANY, U.S.A.
and
TETERBORO AIRCRAFT SERVICE, INC.

Agreement made effective the first day of July, 1992 between Exxon Company, U.S.A. (a division of Exxon Corporation), a New Jersey corporation, hereinafter "Exxon" with an address of 800 Bell Street, Houston, Texas, 77002 and Teterboro Aircraft Service, Inc., hereinafter "Contractor", with an address of 401 Industrial Avenue, Teterboro, New Jersey, 07608.

WHEREAS, Exxon has a fuel tank farm (hereinafter referred to as "Fuel Tank Farm") located at Teterboro Airport in Teterboro, New Jersey; and,

WHEREAS, Exxon supplies aviation fuels to the Fuel Tank Farm for sale to Exxon aviation customers at Teterboro Airport; and,

WHEREAS, Exxon desires for Contractor to operate the Fuel Tank Farm on its behalf and Contractor is agreeable to such an arrangement;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

I. BASIC AGREEMENT OF THE PARTIES

Contractor agrees during the term of this Agreement and any renewal or extension hereof, to provide services in connection with operating the Fuel Tank Farm and supplying Exxon customers as provided in this Agreement. Exxon agrees, in consideration of the services provided by Contractor, to pay the charges and fees to Contractor as hereinafter provided in this Agreement. In connection with this Agreement:

1. Contractor agrees to supply labor, clerical help, and scheduling coordination to order and receive Exxon's products via tank truck into storage tanks at the Fuel Tank Farm and to dispense from storage tanks into aviation refuelers.
2. Contractor agrees that it will make Exxon's products stored at the Fuel Tank Farm available to such customers as advised to Contractor by Exxon in writing that such customers are valid Exxon customers (See Exhibit K). Contractor will provide access to products to Exxon customers under the conditions specified in this Agreement.

II. TERM

This Agreement shall be for a primary term of three years commencing on the 1st day of July, 1992 and ending as of midnight, June 30, 1995; provided that either party may terminate this agreement effective June 30th of any year by providing written notification to the other at least ninety (90) days prior to the intended termination.

This Agreement will continue after expiration of the primary term on a year-to-year basis until either party receives written notice of cancellation of this agreement at least ninety (90) days prior to the end of the then current term.

III. FEES

Exxon agrees to pay Contractor for the services rendered to Exxon hereunder, in accordance with provisions outlined in the various schedules of Exhibit G ("FEES"), or as modified by mutual agreement from time to time.

If the factors affecting the costs to Contractor in providing services hereunder are significantly changed (including increased service, maintenance, hours of coverage or new environmental requirements), then Contractor shall have the right to request renegotiation of the Exhibit G fees by giving notice to Exxon of its desire to renegotiate such fees.

If agreement cannot be reached on changes to the fees, then this Agreement will terminate ninety (90) days after written notice from either party indicating the desire to terminate this Agreement based upon a failure to agree on a modified fee arrangement.

IV. CONTRACTOR OBLIGATIONS

Contractor agrees to:

1. Receive Exxon's product from Exxon's various supply points and store such products at the Fuel Tank Farm as described in Exhibit F.
2. Release Exxon's products according to instructions provided by Exxon and perform other services specified herein. Exxon will notify Contractor promptly and confirm in writing any changes in the current sales status of its customers, i.e., credit, COD, etc.
3. Use handling procedures, as specified by Exxon, to protect the quality of Exxon's products, so as to release such products in the same quality and characteristics as received from Exxon. Additionally, Contractor will perform certain quality tests for Exxon and communicate results to Exxon. See attached Exhibit D.
4. Account to Exxon for all product receipts, withdrawals and volumes in inventory at reasonable intervals of time as are reasonably required by Exxon and outlined herein. Contractor will be deemed to have purchased or be required to replace any product which is delivered by Contractor to others without specific instructions from Exxon or contrary to Exxon's instructions. Such product shall be deemed purchased at the time of delivery. The purchase price for such product will be Exxon's prevailing price at the time such product is delivered.
5. Ensure that the Fuel Tank Farm facility is used solely for the storage of Exxon aviation fuels, and other Exxon owned equipment that Exxon may deem necessary to be stored on site. No non Exxon owned items may be stored on site without prior knowledge and written permission of Exxon.
6. Make the Fuel Tank Farm facility available for product receipts and for customers designated by Exxon as detailed on Exhibit K from 6:30 a.m. until 11:30 p.m. Monday through Friday, and eight hours on Saturdays; except between 11:00 P.M. December 24th until 6:30 A.M. December 26th.

During all other non-covered hours the Fuel Tank Farm will remain closed except when a customer gives at least one hour's notice to Contractor and requests delivery of product on an emergency basis. An emergency for the purposes of delivery during non-covered hours is defined as a customer requiring product that could not be obtained during normal operating hours due to the demand of the customer's business.

Subject to Contractor's right to request renegotiation of fees, Exxon shall have the right to change the hours of operation any time during the term of this Agreement by notifying Contractor ninety days in advance of such change.
7. Contractor shall perform the maintenance described in Exhibit C, all such maintenance will be performed at the Contractor's sole expense.
8. Contractor agrees to advise Exxon promptly of any product outages and delayed shipments to Exxon's customers.
9. Contractor shall allow Exxon, or its agents, contractors or designees free and unhindered access to the Fuel Tank Farm facility during normal operating hours provided they follow the Exxon Contractor Guidelines as outlined in Exhibit H.
10. Contractor agrees that the Contractor, or its agents, contractors or designees will comply with Exxon's Drug and Alcohol Policy as outlined in Exhibit I.

V. ACCOUNTING

Respective parties will follow the accounting procedures and provide each other with those documents set out in Exhibit A.

VI. INDEPENDENT CONTRACTOR

The parties agree and understand that Contractor is an independent contractor and Contractor and its employees are not employees of Exxon.

VII. USE AND OCCUPANCY AGREEMENT

Exxon has entered into a Use and Occupancy Agreement with Johnson Controls World Services, Inc. covering the Fuel Tank Farm premises. Any and all rights provided in this Agreement are subject to the rights and obligations contained in the Use and Occupancy Agreement. Further, this Agreement shall terminate automatically should the Use and Occupancy Agreement be terminated, cancelled or not renewed.

VIII. MODIFICATION/WAIVER

This Agreement may be modified or rescinded only by a written agreement signed by both parties. No waiver by either party or any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same of any other covenant or condition.

IX. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of the successors and assigns of Exxon. This Agreement is not assignable or transferable by the Contractor directly or indirectly without the written consent of Exxon.

X. ENTIRE AGREEMENT

The making, execution and delivery of this Agreement by the parties hereto have not been induced by any representation, statements, warranties or agreements other than those expressed in this Agreement. This Agreement embodies the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, except as mentioned herein. Any and all previous agreements between the parties covering this subject matter are expressly rescinded and cancelled and are superseded by this Agreement.

XI. APPLICABLE LAWS

This Agreement shall be interpreted in accordance with the laws of the State of Texas.

XII. INCORPORATION OF EXHIBITS

The following exhibits are incorporated into this Agreement and made a part of this Agreement for all purposes:

- Exhibit A - Accounting Provisions
- Exhibit B - General Provisions
- Exhibit C - Maintenance Requirements
- Exhibit D - Product Testing and Quality Control
- Exhibit E - Loss Allowance
- Exhibit F - Description of Fuel Tank Farm Facilities
- Exhibit G - Fees
- Exhibit H - Exxon Contractor Safety Guidelines
- Exhibit I - Exxon Drug and Alcohol Policy

Exhibit J - Environmental
Exhibit K - List of Authorized Customers

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals on the dates set forth below.

TETERBORO AIRCRAFT SERVICE, INC.

By:

Paul A. Dyk
Pres.

Date:

6-16-92

EXXON COMPANY, U.S.A.
(A division of Exxon Corporation)

By:

Daniel L. Chipman

Date:

June 25, 1992

EXHIBIT A
ACCOUNTING PROVISION

1. Respective companies shall forward accounting documents as below:

Contractor Teterboro Aircraft Service, Inc.
Address: 401 Industrial Avenue
 Teterboro, New Jersey 07608

Exxon Exxon Company, U.S.A.
Address: Attention: MDCC - Post Bill Section
 P.O. Box 4388
 Houston, Texas 77210-4388

For overnight deliveries:

Exxon Company, U.S.A.
Attention: MDCC - Post Bill Section
16945 North Chase Boulevard
13th Floor
Houston, Texas 77060

For Inventory Information:

Exxon Company, U.S.A.
Attention: Fuel Products Distribution
P.O. Box 4549
Houston, Texas 77210-4549

2. Contractor will be required to follow Exxon's Accounting Procedures as they pertain to Product Sales, Product Control and Product Stock Loss Investigation, and comply with associated record keeping requirements. Contractor may also be required to adjust to and comply with any future accounting requirements and practices that may occur from time to time. Any future changes which will require changes to Contractor owned software (currently approved by Exxon) or the addition of hand generated records will be reviewed at that time.
3. Inventory records will be maintained in accordance with accounting procedures provided by Exxon and will be available for verification by authorized representatives of Exxon.
4. Contractor will maintain and provide Exxon with a monthly Bulk Stock Report and copies of such receiving, inventory, delivery and inspection records and reports including exchange information as Exxon shall require. Before each truck is received by Contractor, the quantity contained therein, as indicated by the transportation group, shall be recorded on the receiving report. Actual quantity received shall be determined by and recorded on the receiving report, to be signed by Contractor and copy furnished to Exxon. The amount of product loaded by Contractor into any truck for purchaser from Exxon shall be determined by measurement methods specified in Exhibit B, paragraph 3, with such amount recorded on a delivery ticket, to be receipt for by the transporter and a copy thereof sent to Exxon within twenty four (24) hours after the transaction. Representatives of Exxon and of the city and State Inspection Offices may enter the Fuel Tank Farm at any reasonable time to make an inspection and investigations of the product inventory and the pumping, storage, and loading equipment of Contractor as they may deem necessary or desirable.
5. So long as Exxon's property is in Contractor's hands or situated at the Fuel Tank Farm, Contractor shall be responsible and liable for and shall indemnify Exxon for (a) such loss or damage thereto caused by Contractor's employees, agents, or its contractors, (b) product losses in excess of those shown in Exhibit E, (c) contamination caused by Contractor's employees, agents, or its contractors, if such contamination makes the product unsaleable, (d) personal injury (including death) or property damage to property of third parties if caused by the negligence of Contractor's employees, agents or contractors.

6. Stock Loss: The product losses shall not exceed the percentages of the annual thruput shown on Schedule E. Contractor shall pay Exxon for product to the extent of such excess losses on an annual basis or return such product to Exxon. Products returned to Exxon shall meet Exxon's specifications. If payment is made, product will be purchased by Contractor at Exxon's posted price on the date of the last transaction of the calendar year.
7. Rehabilitation Act of 1973 and listing of Employment Opening (Executive Order 11701) are incorporated and made a part of this Agreement.
8. Contractor agrees to review, verify and sign the monthly verification report prepared by Exxon and return a signed copy of the report to Exxon no later than the middle of the following month. The monthly volume verification report shall detail any discrepancies identified by Contractor.

This report will be sent to Exxon Company, USA, P.O. Box 1288, Baltimore, MD. 21203, Attn: Aviation Facility Engineer (or such other address as advised to Contractor by Exxon).

9. Invoices associated with the Fuel Tank Farm operation shall be mailed to Exxon Company, USA; Downstream Accounting Center; Attn: Marketing Operations; P.O. Box 2169; Houston, Texas 77252-2169. Such invoices shall be paid by Exxon within 15 days from receipt of the invoice.

EXHIBIT B

GENERAL PROVISIONS

1. Deliveries and Receipts: Deliveries and receipts shall be made within the Fuel Tank Farm usual business hours and at such times as may be mutually agreed upon provided that reasonable advance notice is given.
2. Title and Custody: Title to all product received at the Fuel Tank Farm shall remain with Exxon. Custody of products shall pass to Contractor at the time product enters the storage tank receiving line. Custody of products shall remain with Contractor until product passes the flange at the point of delivery into Exxon's nominated aviation refuelers.
3. Measurements: Volumes of product delivered into or from trucks will be determined on the basis of loading rack meters, or in the case of meter failure or absence of meters, trucks shall be weighed both empty and loaded on a State Certified truck scale. Exxon shall maintain seals on its meters and shall test and calibrate its meters at intervals of six months or three million gallons whichever occurs first. Volumes measured under this Agreement shall be at ambient temperature.
4. Inspection: Either party may demand an inspection as to quality or quantity of product by a disinterested competent third party. In such event, cost of such inspection shall be borne by the requesting party.
5. Taxes: Except as otherwise provided herein, Exxon has the responsibility to pay all taxes, assessments and fees (including any charges assessed in lieu thereof) that may be assessed against the products, waste or property owned by Exxon at the Fuel Tank Farm.
6. Audit: Exxon shall have the right to audit, at its cost and expense and during ordinary business hours, the accounting records and other pertinent documents which relate to receipt, storage, or delivery of Exxon products handled under this agreement and to take physical inventory as may be required in Exxon's opinion to verify the related inventory records. Contractor shall retain these records and documents so to be available to Exxon for audit for a period of three years after termination of this Agreement. In the event an issue arises which cannot be resolved satisfactorily otherwise, Exxon agrees to make available to Contractor for their review Exxon's official delivery, measurement, and product quality records which relate to specific deliveries under this agreement.
7. Regulations: Governmental Regulations - Exxon warrants the products delivered hereunder shall be in full compliance with all applicable federal and state laws and regulations, including those applicable to environmental pollution and all presidential proclamations which apply to either party; that the receiving party may lawfully receive, sell, use and transport such products in interstate and intrastate commerce, and agrees to furnish to the other party any evidence required to provide compliance with such laws, regulations and proclamations and to file with governmental agencies reports evidencing such compliance if required by laws, regulations and proclamations. In the event said laws, regulations and proclamations require installation of and/or modification to the present facilities and/or additional operational expenses, Contractor and Exxon shall enter into good faith negotiations to determine a reasonable compensation by Exxon for said additional cost.

Safety Regulations - Contractor shall be responsible to ensure that its employees, agents and contractors' will comply with all of safety regulations contained in Exhibit H (or such other safety guidelines as hereafter communicated to Contractor by Exxon) when such employees, agents or contractors are on the premises of Exxon.
8. Force Majeure: Neither party shall be responsible for any loss or damage resulting from any failure or delay in delivery or failure to perform in whole or in part hereunder, except for payment of any sums accrued and due hereunder on the date of the force majeure, as a result of fire, flood, storm, earthquake, tidal wave, Act of God, war military operation, national emergency, civil commotion, strikes or any other differences with workmen or from any delay or failure in delivery or

failure to perform when the supplies of either party or the facilities of production, manufacture, transportation or distribution, which otherwise would be available to either party, are impaired by causes beyond either party's control, or by the order, requisition or request of any governmental control, or by the order, requisition or request of any governmental agency or authority upon either party's compliance therewith, or by governmental preparation for regulation or any other delay or failure.

9. Conflict-of-Interest Clause: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Exxon's best interests. This obligation shall apply to the activities of the employees and agents or Contractors in their relations with the employees and their families of Exxon and of third parties arising from this Agreement and accomplishing services hereunder. Both parties' efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, extravagant entertainment, payments, loans or other considerations for the purpose of influencing any individual to act contrary to Exxon's best interest.
10. Indemnification: Parties to the Agreement shall indemnify, defend and hold each other harmless from claims, demands, and causes of action asserted against each other by any person (including, without limitation, their employees) for personal injury or death or for loss of or damage to property, and resulting from each party's (including employees of that party) sole negligence or willful misconduct hereunder. Where personal injury, death, or loss of or damage to property is the result of the joint negligence or misconduct of the parties, each party's duty of indemnification shall be in proportion to its allocable share of such joint negligence or misconduct. Exxon shall indemnify, defend and hold Contractor harmless from claims associated with environmental damages arising out of the services provided hereunder where such claims are not the result of the willful or negligent actions of Contractor (or its employees, agents or designees).
11. Insurance: At all times during the performance of work hereunder, each party shall carry and maintain in force Workers' Compensation and Employer's Liability Insurance in accordance with law which may be applicable to all its employees engaged in performing the work. Each party further agrees to carry and maintain in force Comprehensive General Liability Insurance with a minimum limit of \$1,000,000 for any one loss occurrence. Exxon reserves the right to self insure for its insurance requirements.
12. Business Ethics Provisions: Contractor agrees to comply with all laws and lawful regulations applicable to any activities carried out in the name of or on behalf of Exxon Company, U.S.A. under the provisions of this agreement and/or any amendments to it. Contractor agrees that all financial settlements, billings, and reports rendered to Exxon Company, U.S.A., as provided for in this agreement and/or any amendments to it, will reflect properly the fact about all activities and transactions handled for the account of Exxon Company, U.S.A, which data may be relied upon as being complete and accurate in any further recording and reporting made by Exxon Company, U.S.A., for whatever purpose. Contractor agrees to notify Exxon Company, U.S.A., promptly upon discovery of any instance where Contractor fails to comply with provisions stated above.
13. Other Duties and Obligations: Exxon may require of Contractor from time to time additional activities associated with the management of the Fuel Tank Farm and any Exxon equipment on premises. Either party shall have the right to review the additional requirements as they are added. If compensation for additional duties is required, it will be based upon a justifiable time and material formula to be mutually agreed upon. If agreement of requirements and fees cannot be reached then this Agreement will be terminated as provided in Section III ("FEES") of this Agreement.
 - a. Contractor agrees to perform and/or provide the following:

- 1) Maintain a control log and issuing of facility access cards to users of the facility in accordance with Airport and Exxon Policy and Procedure.
- 2) Assisting with and ensuring that the Exxon Stored Vehicles at the Fuel Tank Farm are properly Parked, identified as "Out of Service" and comply with applicable environmental standards while on the Fuel Tank Farm premises. To conduct regular visual inspection and operations checks of all Exxon supplied equipment. To notify Exxon and coordinate the movement of any such equipment by an Exxon approved and compensated vendor.
- 3) Operational Supplies Stewarding and ordering to maintain minimum levels of customer delivery tickets and needed forms.
- 4) Coordination of facility's meter calibration, by tracking volumes through each meter since its last calibration and advising Exxon a minimum of thirty (30) days in advance of the pending due date of either three (3) million gallons or six (6) months whichever comes first. Contractor will coordinate and assist with the actual calibration of the meters with a qualified party designated by and paid for by Exxon.
- 5) Snow and Ice Removal. Contractor shall have the right to obtain and supervise a local sub-contractor. Invoices for snow and ice removal to be forwarded to Exxon for payment on a per storm basis, provided proper notification and a work order issued by Exxon has been given.
- 6) General Housekeeping. To include use of third party contract dumpster services (about 1 garbage can per day). Excluding all items requiring environmental regulated removal. All environmentally regulated materials will be properly labelled, stored and or transported to appropriate disposal sites consistent with all applicable local and federal requirements.
- 7) Emergency Response Equipment: Inspection, accountability and coordination of restocking Emergency Response Equipment. To a minimum standard, supplied by Exxon, including Personnel Protection Devices.
- 8) Records: Maintain personnel training and records for all of Contractor's employees current and future who are required to assist Contractor in the fulfillment of the terms and conditions of this Agreement.
- 9) Employee/User Certification: Guarantee that all Contractor employees of the Fuel Tank Farm must be certified that they comply with applicable requirements set forth by Port Authority of NY/NJ, Teterboro Airport Management and the FAA.
- 10) Assure that all users of the facility are properly trained in Exxon's Q.C. and Safe Handling procedures before being permitted to load fuelers unsupervised.

Users are to be trained by the customers of the Fuel Tank Farm facility at Teterboro Airport.

It will be the responsibility of each customer to notify the Contractor of any new employee who may access the Fuel Tank Farm and arrange with Contractor for qualifying said individual for use of the facility. A current list of approved customer personnel will be kept at the Fuel Tank Farm office of Contractor, assuring that all users of Exxon's facility are knowledgeable and properly trained.

Any user not found on the current list will not be permitted access to the Fuel Tank Farm unless accompanied by an authorized representative who is qualified to use the facility.

- 11) Other operations requirements that are identified from time to time. Either party shall have the right to review the additional requirements as they are added.
- b. The Contractor, its employees, agents and subcontractors will be required to meet and comply with any future requirements that may apply from time to time. Either party shall have the right to review the additional requirements as they are added. If agreement of requirements and fees cannot be reached then this Agreement will be terminated as provided in Section III ("FEES") of this Agreement.
14. Environmental: Contractor will be required to perform such duties and maintain necessary training and records deemed appropriate to comply with all present and future applicable Environmental Laws and regulations required by Federal, State and local jurisdictions and as outlined in Exhibit J - ENVIRONMENTAL.
15. Condemnation: This Agreement shall terminate if the Fuel Tank Farm facility shall be condemned in whole or in part, or taken by government authority for any public use or quasi-public use. Exxon shall be entitled to receive the gross amount of consideration given for the taking of said facilities to the extent of its interest notwithstanding the fact that the consideration might be paid, in whole or in part, to Contractor.
- In the event that the Fuel Farm facility is totally destroyed by fire or other casualty, or damages to the extent that reconstruction is not economically justified (the determination of the extent of damage to be made by Exxon) then Exxon shall have the right to terminate this Agreement immediately without incurring any liability to the Contractor.
16. Notices: All notices required or permitted by this Agreement shall be deemed to have been properly given when delivered personally or sent by mail to the parties hereto at the respective address set forth herein or at such other address as may be furnished by either party to the other in writing.
17. Termination by Exxon: Should Exxon terminate this Agreement or the use of any tank covered by this Agreement, as outlined under Section II (TERM), it shall be the obligation of Exxon to reimburse Contractor for all cost of disposal or unuseable product (bottoms) stored in dedicated tank(s). Disposal will be in accordance with applicable environmental conditions as outlined in Exhibit J. - Environmental.
18. Default: Should Contractor or Exxon default in the prompt performance and observance of any of the terms or conditions of this Agreement and should such default continue for thirty (30) or more days after written notice by Exxon or Contractor, then the party not in default shall have the right, at its option, to terminate this Agreement.

EXHIBIT C
MAINTENANCE REQUIREMENTS

Exxon's Fuel Tank Farm management Contractor will be required to perform preventive maintenance duties as outlined in Exxon's Aviation Operation Standards Manual to include but not limited to the following.

Contractor will perform the following maintenance functions during the term of this Agreement solely at its own expense:

1. Repair promptly any and all damage caused by Contractor or its employees, agents, contractors, or servants; or damages resulting from Contractor's failure to follow proper procedures.
2. Notify Exxon immediately of any defect in the equipment. If found necessary for environmental, safety or health reasons, the Fuel Tank Farm facility will be closed until the defect in the equipment is repaired.
3. Inspect all meters and insure that such are calibrated and sealed as required by Exxon and notify Exxon immediately of any tampered with or broken seals or malfunctioning meters. Said seals shall be inspected on a daily basis. In the event of a discovery of tampered with or broken seals or malfunctioning meters, contractor shall:
 - a. Cease dispensing of the affected product.
 - b. perform a physical inventory in accordance with month-end procedure, and provide Exxon with all necessary forms and back-up.
 - c. Promptly notify Exxon's Aviation Operation Organization.
4. Perform the following routine inspections and preventive maintenance procedures:
 - a. Daily, weekly and monthly checks as required: e.g. Correction of weeps etc., limited to tightening of connecting hardware only, not to involve any disassemble, to replace gaskets, packing, seals, or other consumable devices, not to include any welding. The requirement of notification of Exxon of significant problems and proper environmental response and safeguards till repairs have been made.
 - b. Inspection of and minor repairs to condition of fences, gates, tanks, valves, and electrical equipment. Responsibility to include inspection, lubrication, and "minor" adjustments to include tightening of nuts and bolts. Notify Exxon. Coordinate the repair by an Exxon approved and compensated Vendor. Limit to tank valves not to include Tankage repairs.
 - c. Inspection and the coordination of service of all fire fighting equipment. Visual inspection of all Exxon Supplied Equipment. Notify Exxon and coordinate the repair, service and required Quarterly operational inspection by an Exxon approved and compensated Vendor.
 - d. Lubrication of required equipment as appropriate on a scheduled basis, all hinges, latches, controls, or other linkages, valves, reels, and all other equipment that requires periodic lubrication.
 - e. Maintenance of Strainers and Screens. Weekly inspection and cleaning, to include replacing the "O" rings if needed.
 - f. Inspection and the coordination of servicing of the High Level Alarm System. A visual inspection and operational check of all Exxon Supplied Equipment. Notify Exxon and coordinate the repair, service and required Quarterly operational inspection by an Exxon approved and compensated Vendor.

- g. Maintain the appearance of the Fuel Tank Farm facility in good order, free of debris and containers, and grass neatly trimmed.
 - h. Keep fences secure and gates, tanks, valves, and switches locked when not in use.
 - i. Perform the daily inspection and maintenance procedures that are necessary in order to complete Exxon's "Daily Inspection Record-Fixed Equipment Storage System Form". Contractor will maintain a file that insures the retention of each form for a minimum of one year.
 - j. Properly dispose of water, sediment and minor contaminated products from quality control sampling and other maintenance procedures in accordance with Exhibit J - ENVIRONMENTAL.
 - k. On a daily basis, read and record the differential pressure of each filter, separator, and when any unit's differential pressure equals or exceeds 13 lbs. psi, notify Exxon's Aviation Operations immediately.
 - l. During the months of October through March, inspect daily the electric filter separator heaters and notify Exxon's Aviation Operations whenever a unit is determined to be inoperative.
 - m. Weekly, inspect and clean truck offloading delivery point strainers and immediately notify Exxon's Aviation Operations whenever a strainer(s) requires replacement.
 - n. Perform all such routine equipment maintenance, care and adjustments not specifically set out above which are routinely required to provide safe operation of the equipment and quality control of the products being dispensed.
5. No material will be permitted to be stored on the Fuel Tank Farm Facility Premises by anyone without the express consent of Exxon. The Contractor will notify Exxon Aviation Operations immediately if any such material is brought to the facility without their prior knowledge and known approval of Exxon. If such material is found, it will be the responsibility of the owner of that material to dispose of it properly at the owner's expense.

EXHIBIT D

PRODUCT QUALITY CONTROL PROCEDURES

Exxon's Contractor will be required to execute the duties of maintaining product quality and complying with the Standards and Practices outlined and required by Exxon's Aviation Operating Standards.

Product Quality checks for receiving, storage and dispensing of Aviation Fuel per Exxon's Standards and Procedure.

RECEIPT PROCEDURES

Contractor will perform the following during product receipts:

1. Follow requirements of the Aviation Quality Control Delivery Log which will include but not be limited to:
 - a. Check and verify the transport manifest as to product and volume.
 - b. Gauge and record receiving tank to determine if tank can accommodate the quantity to be offloaded.
 - c. Draw a sample from each tank truck compartment into clean glass bottle or white porcelain bucket. Sample must be "clear and bright". Gravity at ambient temperature must match the manifested gravity. If product does not meet the "clear and bright" test the load is not to be accepted. If the gravity is off by more than one degree API, the load is not to be accepted.
CONCURRED TO GO 60° D 110 *D27*
 - d. Unload into one tank at a time.
 - e. Check for possible leaks on delivery hose, pipelines, filters, valves, etc. after the unloading pump has been started.
 - f. Tank truck driver and Contractor shall remain on hand until the delivery has been completed.
 - g. Gauge tank after receipt and check for water. Record on required form.
 - h. Complete the "Product Receipt Record Form".

FIXED FACILITIES

Contractor shall be responsible for ensuring:

1. No water remains in storage tanks or filter/separators.
 - a. All water must be drawn off as much as possible and disposed of properly.
2. No fuel is withdrawn from tank while receiving fuel into that tank. Product must be allowed to settle for one (1) hour per foot.
3. Millipore color test is to be run on the inlet and outlet of each filter/separator at least quarterly.
4. Users are to be trained and qualified by the authorized customers (see Exhibit K) of the Fuel Tank Farm facility. A current list of approved personnel will be provided by customers to the Contractor and will be kept at the Fuel Tank Farm Office. Contractor will not permit access of any untrained or unsafe user. Contractor will assure that all users of the facility are properly trained in Exxon's Q.C. and Safe Handling procedures before being permitted to load aviation refuelers unsupervised.

SCHEDULE E

STOCK LOSS ALLOWANCES

Aviation Gasoline 100 - $\frac{3}{10}$ of one percent of the total thruput of aviation gasoline 100 for the 12-month period during which the stock loss is calculated.

Aviation Turbo Fuel - $\frac{2}{10}$ of one percent of the total thruput of turbo fuel for the 12-month period during which the stock loss is calculated.

Any documented, justifiable or explainable losses, agreed by both parties, will be excluded from the calculation of the annual stock loss.

Stock/loss will be calculated on a calendar year starting with January 1 and ending on December 31 midnight of each full year this Agreement is in effect. Calculations for less than a full calendar year will be from the first day of the partial year until December 31 midnight of that calendar year.

EXHIBIT F

DESCRIPTION OF THE FUEL TANK FARM FACILITY

The Fuel Tank Farm facility which is the subject of this Agreement, is the aviation fuel storage and dispensing facility fully described in Exhibit A of the "Use and Occupancy Agreement TA-224" between Exxon Corporation and Johnson Controls World services, Inc.

EXHIBIT G

FEES

In consideration for the operation of the Fuel Farm Facility, Exxon will pay the following fees on a monthly basis, effective July 1, 1992.

- a fixed fee of \$14,200/mo.
- an escalator to the monthly fee which would commence at the start of the second and subsequent years that this Agreement is in effect.
 - The escalator would be 45% of the recorded increase of the NY/NJ area COL Index as published in the U.S. Department of Labor Bureau of Statistics.
 - In the event the COL index should decrease, the current existing rate would remain in effect for that year.
 - If the Exxon volumes at the Fuel Tank Farm equals or exceeds 14 million gallons annually (but are less than 17.5 million gallons), then a premium of \$2,500 per month will be added to the base fee. If the Exxon volume equals or exceeds 17.5 million gallons annually, a premium of \$7,500 will be added to the base fee.

EXHIBIT I

EXXON DRUG AND ALCOHOL POLICY

The Contractor agrees to comply with Exxon's Drug and Alcohol Policy as described below:

1. General

Contractor's employees, agents, and subcontractors shall not perform any service for Exxon while under the influence of alcohol or any controlled substance. Contractor, its employees, agents, and subcontractors shall not use, possess, distribute or sell alcoholic beverages, illicit or unprescribed controlled drugs or drug paraphernalia, or misuse legitimate prescription drugs while performing work for Exxon.

Contractor has adopted or will adopt its own policy to assure a drug and alcohol free work place while performing work for Exxon.

Contractor will remove any of their employees from performing work for Exxon any time there is suspicion of alcohol/drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Exxon has the right to require Contractor to remove employees from performing work for Exxon any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employee may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal, that said employee was in compliance with this contract. Contractor will not use an employee to perform services for Exxon who either refuses to take, or tests positive in, any alcohol or drug test unless the test is proven to be faulty or to have been administered incorrectly, or if the positive result was due to a prescribed medication.

Exxon may, without prior notice, search the person, possessions, and vehicles of Contractor's employees, agents, and subcontractors that are on premises owned or controlled by Exxon. Any person who refuses to cooperate with such search will be removed from the premises and not allowed to return. Contractor will replace any of its employees, agents, or subcontractors who refuse such search at Exxon's request.

Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-Free Workforce Policy, Drug-Free Workplace Act of 1988).

Exxon shall have the right, but not the obligation, to perform unannounced audits of Contractor's alcohol and drug program to verify that Contractor's policy and its enforcement are acceptable to Exxon management.

2. Work in an Operating Environment

In addition to those provisions outlined above in Section I, the following provisions apply to Contractor employees performing operations where the use of alcohol or drugs could create an unacceptable risk management situation.

Contractor will enforce its policy with appropriate drug and alcohol testing programs. Contractor's testing policy will specify substances, testing frequency, and threshold levels which, at a minimum, comply with the Department of Transportation (DOT) drug testing regulations. Contractor will select a lab certified to conduct such testing under a state or nationally recognized certification program. Before performing work for Exxon, Contractor will certify its employees have passed a pre-employment or pre-access alcohol and drug test within the twelve month period immediately prior to commencing such work. Any type of alcohol and drug test conducted during this period as part of the Contractor's substance abuse program that meets the standards contained in this contract may be used to satisfy this requirement.

EXHIBIT J

ENVIRONMENTAL

1. Exxon's Contractor will be required to perform such duties and maintain necessary training and records deemed appropriate to comply with all present and future applicable environmental laws and regulations required by Federal, State and local jurisdictions.
2. Exxon will allow mutually agreed upon employees of Contractor to attend Exxon sponsored training related to the environmental issues.
3. Contractor agrees that it will provide trained personnel and maintain appropriate records required by Exxon for all personnel who are employed to manage the Teterboro Fuel Tank Farm facility to comply with all Federal, State and local regulations as they pertain to:
 - a. Occupational Safety and Health Agency (OSHA)
 - b. Resources Conservation and Recovery Act (RCRA)
 - c. Superfund Amendments and Reauthorization Act (SARA title III)
 - d. Clean Water Act (CWA)
 - e. Clean Air Act (CAA)
 - f. Oil Pollution Act of 1990 (OPA 90)
 - g. Toxic Substance Control Act (TASCA)
 - h. Comprehensive Environmental Response, Comprehensive and Liability Act (CERCLA)
 - i. Hazardous Communication Standard (HAZCOM)
 - j. Control Hazardous Energy Sources (Lockout/Tagout Rules)
 - k. Hazardous Waste Operation and Emergency Response (HAZWOPER)
 - l. Underground Storage Tank Monitoring
4. Contractor agrees to:
 - a. Comply with the Spill Prevention Containment and Countermeasure Plan (SPCC)
 - b. Maintain, make available, and post when appropriate all applicable Emergency Notification Numbers
 - c. Maintain, make available, and post when appropriate all applicable records, licenses and permits. It is Exxon's responsibility to provide and pay all fees associated with all applicable licenses and permits.
 - d. Labeling of all Hazardous Waste Containers
5. In the event of any product spills or other environmentally polluting discharge caused by the operation of delivering or receiving vessels or vehicles, Teterboro is authorized to commence containment or clean up operations as deemed appropriate or necessary by Contractor and shall notify Exxon immediately of such operations. All reasonable costs of containment or clean up for such spill or discharge shall be borne by Exxon; except that, in the event a spill or discharge is the result of joint negligence by both Exxon and Contractor, costs of containment or clean up shall be borne jointly by Exxon and Contractor in proportion to each party's negligence.

If the event is found to be the result of negligence by the Contractor and/or a permitted user of the Fuel Tank Farm as defined in Paragraphs 13-a-9 & 10 of Exhibit B the provisions of paragraph 10 of Exhibit B will apply.

Exxon also reserves the right to reclaim any fines assessed against Exxon due to the negligence and inappropriate actions of others.
6. Exxon shall be considered the "generator" of all wastes generated in storage tanks for purposes of federal, state or local hazardous and non-hazardous waste laws and regulations. Exxon shall perform the duties and responsibilities of the "generator" in compliance with all applicable laws and regulations, including (without limitation) manifesting, reporting, master recordkeeping, handling, transporting, and disposing of

all hazardous and non-hazardous liquid or solid wastes removed from storage tanks.

7. The Contractor as the on-site custodian of any Hazardous waste that is awaiting proper disposal by Exxon will insure that all on-site requirements of the Resources Conservation and Recovery Act (RCRA) and New Jersey Hazardous Waste Regulations are met as they pertain to proper containment, on-site records and timely notification of Exxon as to the length of time it has been classified as Hazardous waste.

The requirements of the Contractor will include, but not be limited to:

- a. Proper labelling of all Hazardous Waste containers maintained on site
 - b. Insuring said containers have proper secondary containment while on-site.
 - c. Inspecting hazardous containers kept on-site and maintaining the appropriate daily log
 - d. Employees are properly trained and are aware of the necessary contingency plans.
 - e. Notify Exxon when hazardous waste is generated. Note: a 90-day tracking clock starts when hazardous waste is generated.
 - f. Notify Exxon when any hazardous waste maintained on-site reaches sixty (60) days on the daily log.
8. The Contractor will be responsible for compiling data and assisting with the annual SARA - Tier II reports for Emergency and Hazardous Material Inventory Forms as required by SARA, Title III, Section 312. Exxon will sign and submit the final report.
 9. The Contractor agrees to meet and comply with all future Environmental Regulation that may apply from time to time. Either party shall have the right to review the additional requirements as they are added. If agreement of requirements and fees cannot be reached then this Agreement will be terminated as provided in Section III ("FEES") of this Agreement.
 10. The Contractor agrees to perform such duties as required to ensure that any releases of stormwater through the oil/water separator complies with the parameters set forth by the State of New Jersey's NJPDES permit #NJ0055719 currently in effect, any future changes to the existing permit and/or any future permits that may apply.

The requirements of the Contractor will be include but are not limited to,

- a) maintaining the pH level of the contained stormwater between 6.5 minimum and 8.5 maximum.
- b) recording all actions taken to maintain pH within prescribed levels.
- c) testing and recording the pH anytime there is a discharge, and not releasing any stormwater if the pH level is not within the prescribed parameters.
- d) perform and record the necessary steps taken to calibrate the onsite pH meter.
- e) maintain a record of the level of oil contained in the oil/ water separator recovery tank daily; notify Exxon when the level reaches maximum safe level, requiring removal offsite.

EXHIBIT K

AUTHORIZED CUSTOMERS

The following are authorized customers of Exxon at the Fuel Tank Farm facility as of July 1, 1992. Exxon may from time to time delete or add customers to this list by written notice to Contractor. Additionally, Contractor must take appropriate actions to ensure that such customers (and parties acting on behalf of such customers) have been properly trained, permitted and have signed an appropriate Facility Access Agreement with Exxon before allowing access on the Fuel Tank Farm facility.

Falcon Jet Corporation
113 Billy Diehl Road
Teterboro, New Jersey 07608

First Aviation Services, Inc.
111 Industrial Avenue
Teterboro, New Jersey 07608

General Aviation Aircraft Service, Inc.
d/b/a Millionaire Teterboro
485 Industrial Avenue
Teterboro, New Jersey 07608

Jet Aviation/Teterboro, Inc.
111 Charles Lindbergh Drive
Teterboro, New Jersey 07608

Teterboro Aircraft Service, Inc.
401 Industrial Avenue
Teterboro, New Jersey 07608

6407Y

ExxonMobil
Refining & Supply

February 28, 2002

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

NJDEP

Community Right to Know Survey
P.O. Box 405
Trenton, NJ 08625-0405

Re: 2001 Community Right to Know Survey
ExxonMobil Teterboro Airport Fuel Farm
Malcolm Avenue
Teterboro, NJ 07608

Enclosed is a copy of the Community Right to Know Survey for 2001 that includes the 2001 Chemical Inventory Report for ExxonMobil's Teterboro Airport Fuel Farm on Malcolm Avenue in Teterboro. This information also fulfills the reporting requirements of Section 312 of the Federal Emergency Planning and Community Right to Know Act (EPCRA) and it is being sent to comply with the Federal Superfund Amendments and Re-Authorization Act (SARA), Title III, Section 312.

Also, please note the corrections made on Part 1 (facility contact information). Should you have any questions, please contact me at 908-474-7454 or Frank Rogers (Environmental Advisor) at 856-224-4628.

Sincerely,

Jeffrey M. Koehn
Aviation Engineer

cc: Bergen County Police Department, 66 Zabriskie Street, Hackensack, NJ 07671
Hasbrouck Heights Fire Department, 288 Hamilton Avenue, Hasbrouck Heights, NJ 07608
Mr. Robert E. Pisko, Teterboro Boro, 510 Route 46 West, Teterboro, NJ 07608
Bergen County Dept. of Health Services, CRTK Coordinator, 327 East Ridgewood Avenue,
Paramus, NJ 07652
Frank A. Rogers, ExxonMobil Refining & Supply Co., 600 Billingsport Rd., Paulsboro, NJ
08066 - (S/H/E File)

S A R A T I E R I I F O R 2 0 0 1

This SARA Tier II report is based on the Federal thresholds of 10,000 lbs. for non-EHS (Extremely Hazardous Substance) materials, and the smaller of 500 lbs. or the TPQ (Threshold Planning Quantity) for EHS chemicals. Thresholds are checked by aggregating maximum amounts across the entire facility. SARA requirements allow reporting by either the component or the mixture method (see 40 CFR 370.28). This report is based on the mixture method since this is the most accurate way of reporting in an industry that handles predominantly complex mixtures of chemicals. This means the 5 SARA hazards (Fire, Pressure, Reactivity, Immediate, Delayed) are determined for the mixture as a whole, not based on the SARA hazard status of any individual mixture component. SARA hazardous mixtures are reported first, in alphabetic order by name. SARA requires that EHS components greater than 1% meeting the 500 lb./TPQ threshold must be reported regardless of whether the component or mixture method is used. In this report, these EHS chemicals are reported after the mixtures, sorted alphabetically by name. It is possible a given facility inventory might contain a pure EHS. In this case, the pure material is reported in the mixture section and is also reported in the EHS section, showing locations of all mixtures containing that EHS (more than one mixture may contain the same EHS).

Under STORAGE LOCATION, the areas and subareas where a material is stored are listed together with a stream number (if non-zero), which follows a colon. Non-zero stream numbers mostly apply to refinery streams. The subarea description is indented in one character on the line below the area description.

TIER TWO Emergency And Hazardous Chemical Inventory	FACILITY IDENTIFICATION		OWNER/OPERATOR NAME	
	Name ExxonMobil Aviation Fuel Farm Street Address Malcolm Avenue City Teterboro State NJ Zip 07608		Name ExxonMobil Corporation Phone (703) 846-3000 Mail Address 3225 Gallows Road, Fairfax, VA 22037	
Specific Information by Chemical	SIC Code 0262	Dun & Brad Number - -	EMERGENCY CONTACT	
	OFFICIAL USE ID.# ONLY	Date Received	Name JEFF KOEHN Title AVIATION ENGINEER Phone (908) 474-7454 24 Hr. Phone (888) 351-0332	
			Name Phone () 24 Hr. Phone ()	

IMPORTANT: READ ALL INSTRUCTIONS BEFORE COMPLETING FORM

REPORTING PERIOD: JANUARY 1 TO DECEMBER 31, 2001

CHEMICAL DESCRIPTION	PHYSICAL AND HEALTH HAZARDS (check all that apply)	INVENTORY			STORAGE CODES AND LOCATIONS (NON-CONFIDENTIAL)	
		MAX. DAILY AMOUNT (code)	AVG. DAILY AMOUNT (code)	NO. OF DAYS ON-SITE (days)	STORAGE CODE	STORAGE LOCATION
CAS:8006-61-9 CHEM.NAME:MOBIL AVGAS 100LL (MOBIL TOX REF. NO.: 51052-00) CHECK ALL THAT APPLY: (X) () () (X) () () PURE MIX SOLID LIQUID GAS EHS	TRADE SECRET: (X) FIRE () PRESSURE () REACTIVITY (X) IMMEDIATE (X) DELAYED	(06)	(06)	(365)	A 1 4	TERMINAL OPERATIONS TANKS & LOAD. RACK
CAS:8008-20-6 CHEM.NAME:TURBO JET A-1 (MOBIL TOX REF. NO.: 121038-45) CHECK ALL THAT APPLY: (X) () () (X) () () PURE MIX SOLID LIQUID GAS EHS	TRADE SECRET: (X) FIRE () PRESSURE () REACTIVITY (X) IMMEDIATE (X) DELAYED	(09)	(08)	(365)	A 1 4	TERMINAL OPERATIONS TANKS & LOAD. RACK
CAS: CHEM.NAME: CHECK ALL THAT APPLY: () () () () () () PURE MIX SOLID LIQUID GAS EHS	TRADE SECRET: () FIRE () PRESSURE () REACTIVITY () IMMEDIATE () DELAYED	()	()	()		

CERTIFICATION (read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.

JEFFREY M. KOEHN, AVIATION ENGINEER

02/15/02

OPTIONAL
ATTACHMENTS
(check one)
N Site
--- Plan
N Site
--- Abbrevs.

NAME AND OFFICIAL TITLE OF OWNER/OPERATOR OR OWNER/OPERATOR'S AUTHORIZED REPRESENTATIVE SIGNATURE

DATE SIGNED

PART 2 **2001 CHEMICAL INVENTORY REPORT**

Reporting Period: January 1 - December 31, 2001

Please type all responses.

Photocopy this page if you need additional forms.

Read instructions carefully before completing this form.

SUBSTANCE DESCRIPTION	HAZARDS (Check all that apply)	INVENTORY INFORMATION
Name: <u>GASOLINE</u>	<input checked="" type="checkbox"/> Fire	Container Type <u>TA</u>
Substance Number: <u>0957</u>	<input type="checkbox"/> Sudden release of pressure	Max. daily inventory <u>19</u>
CAS Number: <u>8006-61-9</u>	<input type="checkbox"/> Reactive	Avg. daily inventory <u>19</u>
DOT Number: <u>1203</u>	<input checked="" type="checkbox"/> Acute health effects	Days on site <u>365</u>
Pure <input checked="" type="checkbox"/> or Mixture <input type="checkbox"/> Check one	<input checked="" type="checkbox"/> Chronic health effects	Storage pressure <u>01</u>
Solid <input type="checkbox"/> Liquid <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Check one	<input type="checkbox"/> None per MSDS	Storage temperature <u>04</u>
Trade Secret: <input type="checkbox"/> Check if claiming	Location(s) <u>TERMINAL OPERATIONS TANKS & LOAD. RACK</u>	

Name: <u>KEROSENE</u>	<input checked="" type="checkbox"/> Fire	Container Type <u>TA</u>
Substance Number: <u>1091</u>	<input type="checkbox"/> Sudden release of pressure	Max. daily inventory <u>20</u>
CAS Number: <u>8008-20-6</u>	<input type="checkbox"/> Reactive	Avg. daily inventory <u>20</u>
DOT Number: <u>1223</u>	<input checked="" type="checkbox"/> Acute health effects	Days on site <u>365</u>
Pure <input checked="" type="checkbox"/> or Mixture <input type="checkbox"/> Check one	<input checked="" type="checkbox"/> Chronic health effects	Storage pressure <u>01</u>
Solid <input type="checkbox"/> Liquid <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Check one	<input type="checkbox"/> None per MSDS	Storage temperature <u>04</u>
Trade Secret: <input type="checkbox"/> Check if claiming	Location(s) <u>TERMINAL OPERATIONS TANKS & LOAD. RACK</u>	

Name: _____	<input type="checkbox"/> Fire	Container Type _____
Substance Number: _____	<input type="checkbox"/> Sudden release of pressure	Max. daily inventory _____
CAS Number: _____	<input type="checkbox"/> Reactive	Avg. daily inventory _____
DOT Number: _____	<input type="checkbox"/> Acute health effects	Days on site _____
Pure <input type="checkbox"/> or Mixture <input type="checkbox"/> Check one	<input type="checkbox"/> Chronic health effects	Storage pressure _____
Solid <input type="checkbox"/> Liquid <input type="checkbox"/> Gas <input type="checkbox"/> Check one	<input type="checkbox"/> None per MSDS	Storage temperature _____
Trade Secret: <input type="checkbox"/> Check if claiming	Location(s) _____	

Name: _____	<input type="checkbox"/> Fire	Container Type _____
Substance Number: _____	<input type="checkbox"/> Sudden release of pressure	Max. daily inventory _____
CAS Number: _____	<input type="checkbox"/> Reactive	Avg. daily inventory _____
DOT Number: _____	<input type="checkbox"/> Acute health effects	Days on site _____
Pure <input type="checkbox"/> or Mixture <input type="checkbox"/> Check one	<input type="checkbox"/> Chronic health effects	Storage pressure _____
Solid <input type="checkbox"/> Liquid <input type="checkbox"/> Gas <input type="checkbox"/> Check one	<input type="checkbox"/> None per MSDS	Storage temperature _____
Trade Secret: <input type="checkbox"/> Check if claiming	Location(s) _____	

Name: _____	<input type="checkbox"/> Fire	Container Type _____
Substance Number: _____	<input type="checkbox"/> Sudden release of pressure	Max. daily inventory _____
CAS Number: _____	<input type="checkbox"/> Reactive	Avg. daily inventory _____
DOT Number: _____	<input type="checkbox"/> Acute health effects	Days on site _____
Pure <input type="checkbox"/> or Mixture <input type="checkbox"/> Check one	<input type="checkbox"/> Chronic health effects	Storage pressure _____
Solid <input type="checkbox"/> Liquid <input type="checkbox"/> Gas <input type="checkbox"/> Check one	<input type="checkbox"/> None per MSDS	Storage temperature _____
Trade Secret: <input type="checkbox"/> Check if claiming	Location(s) _____	

CONTAINER CODES AND DESCRIPTIONS		INVENTORY RANGE CODES	STORAGE TEMPERATURE AND PRESSURE CODES	
1 Above ground tank	BA Bag	20 Greater than 10 million pounds	<u>Pressure</u>	01 Ambient* pressure
2 Below ground tank	BX Box	19 1,000,001 to 10 million pounds		02 Greater than ambient pressure
3 Tank inside building	CY Cylinder	18 500,001 to 1 million pounds		03 Less than ambient pressure
4 Steel drum	BG Bottles or jugs (glass)	17 250,001 to 500,000 pounds	<u>Temperature</u>	04 Ambient temperature
5 Plastic drum	BP Bottles or jugs (plastic)	16 100,001 to 250,000 pounds		05 Greater than ambient temperature
6 Fiber drum	BN Tote bin	15 50,001 to 100,000 pounds		06 Less than ambient temperature but not cryogenic (freezing conditions)
7 Can	TW Tank Wagon	14 10,001 to 50,000 pounds		07 Cryogenic conditions (less than -200° C)
8 Carboy	RC Railcar	13 1,001 to 10,000 pounds		
9 Silo	OT Other (describe)	12 101 to 1,000 pounds		
		11 11 to 100 pounds		
		10 1 to 10 pounds		
		09 less than 1 pound		

*Ambient means "normal," "surrounding," or "room" conditions.

PART 2

2001 CHEMICAL INVENTORY REPORT

EXXONMOBIL AVIATION FUEL FARM
141 COLM AVENUE

Reporting Period: January 1 - December 31, 2001

Please type all responses.

Photocopy this page if you need additional forms.

Read instructions carefully before completing this form.

SUBSTANCE DESCRIPTION

HAZARDS (Check all that apply)

INVENTORY INFORMATION

Name: GASOLINE
Substance Number: 0957
CAS Number: 8006-61-9
DOT Number: 1203
Pure (X) or Mixture () Check one
Solid () Liquid (X) Gas () Check one
Trade Secret: () Check if claiming

(X) Fire
() Sudden release of pressure
() Reactive
(X) Acute health effects
(X) Chronic health effects
() None per MSDS

Container Type TA
Max. daily inventory 19
Avg. daily inventory 19
Days on site 365
Storage pressure 01
Storage temperature 04

Location(s) TERMINAL OPERATIONS TANKS & LOAD. RACK

Name: KEROSENE
Substance Number: 1091
CAS Number: 8008-20-6
DOT Number: 1223
Pure (X) or Mixture () Check one
Solid () Liquid (X) Gas () Check one
Trade Secret: () Check if claiming

(X) Fire
() Sudden release of pressure
() Reactive
(X) Acute health effects
(X) Chronic health effects
() None per MSDS

Container Type TA
Max. daily inventory 20
Avg. daily inventory 20
Days on site 365
Storage pressure 01
Storage temperature 04

Location(s) TERMINAL OPERATIONS TANKS & LOAD. RACK

Name: _____
Substance Number: _____
CAS Number: _____
DOT Number: _____
Pure () or Mixture () Check one
Solid () Liquid () Gas () Check one
Trade Secret: () Check if claiming

() Fire
() Sudden release of pressure
() Reactive
() Acute health effects
() Chronic health effects
() None per MSDS

Container Type _____
Max. daily inventory _____
Avg. daily inventory _____
Days on site _____
Storage pressure _____
Storage temperature _____

Location(s) _____

Name: _____
Substance Number: _____
CAS Number: _____
DOT Number: _____
Pure () or Mixture () Check one
Solid () Liquid () Gas () Check one
Trade Secret: () Check if claiming

() Fire
() Sudden release of pressure
() Reactive
() Acute health effects
() Chronic health effects
() None per MSDS

Container Type _____
Max. daily inventory _____
Avg. daily inventory _____
Days on site _____
Storage pressure _____
Storage temperature _____

Location(s) _____

Name: _____
Substance Number: _____
CAS Number: _____
DOT Number: _____
Pure () or Mixture () Check one
Solid () Liquid () Gas () Check one
Trade Secret: () Check if claiming

() Fire
() Sudden release of pressure
() Reactive
() Acute health effects
() Chronic health effects
() None per MSDS

Container Type _____
Max. daily inventory _____
Avg. daily inventory _____
Days on site _____
Storage pressure _____
Storage temperature _____

Location(s) _____

CONTAINER CODES AND DESCRIPTIONS

1 Above ground tank	BA Bag
2 Below ground tank	BX Box
3 Tank inside building	CY Cylinder
4 Steel drum	BG Bottles or jugs (glass)
5 Plastic drum	BP Bottles or jugs (plastic)
6 Fiber drum	BN Tote bin
7 Can	TW Tank Wagon
8 Carboy	RC Railcar
9 Silo	OT Other (describe)

INVENTORY RANGE CODES

20	Greater than 10 million pounds
19	1,000,001 to 10 million pounds
18	500,001 to 1 million pounds
17	250,001 to 500,000 pounds
16	100,001 to 250,000 pounds
15	50,001 to 100,000 pounds
14	10,001 to 50,000 pounds
13	1,001 to 10,000 pounds
12	101 to 1,000 pounds
11	11 to 100 pounds
10	1 to 10 pounds
09	less than 1 pound

STORAGE TEMPERATURE AND PRESSURE CODES

Pressure	
01	Ambient* pressure
02	Greater than ambient pressure
03	Less than ambient pressure
Temperature	
04	Ambient temperature
05	Greater than ambient temperature
06	Less than ambient temperature but not cryogenic (freezing conditions)
07	Cryogenic conditions (less than -200° C)

*Ambient means "normal," "surrounding," or "room" conditions.

DEQ-094

FACILITY INVENTORY UPDATE WORKSHEET
MATERIALS IN CURRENT INVENTORY

21303 -- TETERBORO TERMINAL
AREA: 29 - TERMINAL OPERATIONS

SUB-AREA: 001 - TANKS & LOAD. RACK

TRN	NAME	MAX	DAILY AMOUNTS		SIZE	ALTERNATE UNITS			SPGRAV	STORAGE									
				AVG		UNIT	STATE	C		P	T								
51052-00	MOBIL AVGAS 100LL.....	409131	----	204565	----	1	--	GAL	--	L	-	.76	--	A	-	1	-	4	-
121038-45	TURBO JET A-1.....	20815737	----	10407868	----	1	--	GAL	--	L	-	.84	--	A	-	1	-	4	-

ENTER EXACT AMOUNT IF KNOWN. USE M FOR 1000; MM FOR 1,000,000; B FOR 1,000,000,000. DAYS=365 UNLESS NOTED OTHERWISE.
1 DRUM=55 GALLONS; 1 BARREL=42 GALLONS; FOR STORAGE: C=CONTAINER, T=TEMPERATURE, P=PRESSURE

EXXON COMPANY, U.S.A.

POST OFFICE BOX 66 • LINDEN, NEW JERSEY 07036-0066

RECEIVED
ENVIRONMENTAL ENGINEERING

JUL 17 1989

MARKETING DEPARTMENT

DISTRIBUTION
LINDEN TERMINAL

July 11, 1989

Mr. Arnold Scheff
NJ Department of Environmental Protection
Division of Environmental Quality
Metro Field Regional Office
2 Babcock Place
West Orange, NJ 07052

Re: Recovered Turbo Fuel A
Teterboro Fuel Farm
Teterboro, NJ

Dear Mr. Scheff:

In response to your telephone inquiry on July 7, 1989 regarding the above reference. Enclosed you will find copies of documents for the transportation of the recovered product from our Teterboro, NJ Airport Fuel Farm, Malcolm Ave., Teterboro, NJ to our Linden, NJ Marketing Terminal, 1100 U.S. Route 1, Linden, NJ.

In addition you will find a copy of the shipping order for removal and transportation of the water from the oil/water separator at Teterboro, NJ to the Linden Terminal.

EXHIBIT I Loading ticket noting number of gallons pumped from truck refueler to transport at Teterboro

EXHIBIT II Loading ticket noting number of gallons pumped from transport to Linden Terminal storage

EXHIBIT III Bill of lading from trucker Service Petroleum Carriers, Inc.

EXHIBIT IV Shipping order from Auchter Industrial Vacuum Service, Inc. noting pump out and transfer of water from oil/water separator

To clarify the events of the incident, the spilled product was vacuumed up from inside the tank field diked area where it had accumulated. It was then transferred to an 8,000 gallon airport refueler truck. A day later the product was pumped from the refueler through filters to a trailer for transportation to the Linden Terminal.

Mr. Arnold Scheff, NJ DEP

-2-

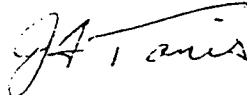
July 11, 1989

At the Linden Terminal, the returned product which is fungible with heating oil, was pumped back to a heating oil storage tank containing over one million gallons for future sale through our loading rack to our customers.

Regarding the oil/water separator pump out. This is normal procedure to have the separator pumped out, flushed with fresh water, pumped out again and returned to the Linden Terminal oil/water separator for eventual treatment at the Bayway Refinery conservation treatment system.

I hope the above information answers your inquiry. I may be reached on 201-474-3496 should you have any additional questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. F. Tanis", with a horizontal line extending from the end of the signature.

J. F. Tanis
Terminal Supervisor

c: R. H. Archer
J. Maguire
F. Marchardt
1039M

PETROLEUM CARRIERS INC.

Nº 72398

D-152139

544 PINWOOD AVENUE
ROSELLE PARK, NEW JERSEY 07204

Date JUNE 16 1989

From EXXON CO USA Deliver to EXXON CO. U.S.A.
TETERBORO, N.J. LINDEN, N.J.
ATT JOHN MAGUIRE ATT JOHN TANKS

QNS	DESCRIPTION	RATE	AMOUNT
NA SP	KERO PRODUCT TICKET #12432	-	-
TIME IN ORIGIN: 3:30 PM TIME OUT ORIGIN: 5:45 PM TIME IN DEST.: 6:30 PM TIME OUT DEST.: 8:00		D. Leigh AT- 8:30 AM Signed: [Signature]	

Driver [Signature]

Signed [Signature]

EXHIBIT III

LOADING TICKET 1501923

STATION NUMBER DRIVER

TRUCK NO. LOAD NO. TIME LOADED DATE

Service Pet *6/16/89*

Get Fuel To H/o 5588 Gal

Pump Totalizer Reading Start of Delivery

No. RETURN OF PRODUCT KERO.

Time *30* ^{PM} Date *JUNE 16* 19*89*

or *SERVICE Co #16*

tant *AL SIEDENBURG*

ometer Reading

ometer Reading

PRODUCT	QUARTS
Yes No	

DELIVERY NUMBER	GALLON READING - FINISH	10'S
<i>286879</i>		
<i>281279</i>		
<i>5600</i>		

PREVIOUS SALE NO.	GALLON READING - START

INS DELIVERED →

Drivers Report for Repairs

Authorized *for delivery* 12432

EXHIBIT I

USE FOR RETURNS ONLY

COMP. NO.	INCHES	GALLONS	PROD.
1			
2			
3			
4			
5			
6			
7			
8			

PRODUCT →

COMP. NO. →

ON HAND BEFORE LOAD

METER AMT. LOADED

TOTAL ON TRUCK

RETURNED

TOTAL TO ACCT. FOR

SOLD OR DELIVERED

OVER OR SHORT

From Teterland Air Port

LOADING RACK METER READINGS

GALLONS LOADED

THIS FORM DOES NOT COMPLY WITH DOT REGULATIONS FOR USE AS A SHIPPING PAPER.

*Carrier hereby certifies that the cargo tank supplied for this shipment is an authorized container and in proper condition for the transportation of the commodity tendered.

LOAD RECEIVED RETURNS CHECKED

CARRIER AGENT DRIVER

VERIFIED VERIFIED

256178
25090
5588

EXHIBIT II

IIS SHIPPING ORDER

Shipper's No. **N2 1729**
Carrier's No. **56993**
Date

AUCHTER INDUSTRIAL VAC SERVICE INC.
4301 S. Wood Ave.
Linden, NJ 07036

CARRIER: **SCAC**

signee
et
tination **Exxon**
Peterboro NJ Zip

FROM: **Exxon**
Shipper
Street
Origin **Linden NJ** Zip

Vehicle
Number

te:

HM	Kind of Packages, Description of Articles (IF HAZARDOUS MATERIALS - PROPER SHIPPING NAME)	HAZARD CLASS	I.D. Number	WEIGHT (subject to correction)	RATE	LABELS REQUIRED (or exemption)
86AL	OIL WATER SARGO FROM					
	SEPERATER					
✓	Cargo TANK	1993				
	return to stock					
		received by J. T. Jones				6/15/89

nit C.O.D. to:
ress:
State: Zip:

COD Amt: \$

C.O.D. FEE:
Prepaid ☐
Collect ☐ \$

Where the rate is dependent on value, shippers are required to state specifically in the agreed or declared value of the property. The agreed or declared value of the property is specifically stated by the shipper to be not exceeding \$ Per

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the carrier, the carrier shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
(Signature of Carrier)

FREIGHT CHARGES
☐ PREPAID ☐ COLLECT

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property or all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in a governing classification on the date of shipment.
Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his signs.

I certify that the above-named materials are properly classified, described, packaged, marked and and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

**PLACARDS
REQUIRED**

**PLACARDS
SUPPLIED**

☐ YES ☒ NO — FURNISHED BY CARRIER
DRIVER SIGNATURE:

PPER: **John W. Moynihan**
E:

CARRIER: **AUCHTER INDUSTRIAL VAC SERVICE INC.**
PER:
DATE: **6-15-89**

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.
9-BLS-A3
(Rev. 6/87)

FOR HELP IN CHEMICAL EMERGENCIES INVOLVING SPILL, LEAK,
FIRE OR EXPOSURE CALL TOLL-FREE 1-800-424-9300 DAY OR NIGHT

EXHIBIT IV

Linden N.J.

949-0121-116
LOADING TICKET
STATION
NUMBER



1501923

TRUCK NO.	LOAD NO.	TIME LOADED	DATE
Service Pet			6/16/89

Jet Fuel To H/c 5588 Gall

PRODUCT		From Teterboro Air Port	USE FOR RETURNS ONLY			
COMP. NO.			COMP. NO.	INCHES	GALLONS	PROD.
ON HAND BEFORE LOAD			1			
METER AMT. LOADED			2			
TOTAL ON TRUCK			3			
RETURNED			4			
TOTAL TO ACCT. FOR			5			
SOLD OR DELIVERED			6			
OVER OR SHORT		7				
		8				
LOADING RACK METER READINGS						
GALLONS LOADED						
THIS FORM DOES NOT COMPLY WITH DOT REGULATIONS FOR USE AS A SHIPPING PAPER.						
*Carrier hereby certifies that the cargo tank supplied for this shipment is an authorized container and in proper condition for the transportation of the commodity tendered.						
LOAD RECEIVED		2 5 6 1 7 8				
CARRIER AGENT		2 5 0 5 9 0				
VERIFIED		5588				

EXXON COMPANY, U.S.A.

POST OFFICE BOX 2180 • HOUSTON, TEXAS 77252-2180

RECEIVED
ENVIRONMENTAL ENGINEERING

JUL 24 1989

MARKETING DEPARTMENT

E. R. RANEY
GENERAL AVIATION COORDINATOR

July 19, 1989

Mr. Philip W. Engle
Pan Am
General Aviation Division
399 Industrial Avenue
Teterboro, New Jersey 07608

Dear Mr. Engle:

As we discussed, we have investigated circumstances surrounding the fuel spill at our fuel storage facility at Teterboro Airport on June 15, 1989 and have taken appropriate steps to insure that all safeguards are in place to prevent a reoccurrence in the future.

We determined that both transport driver and our agent's employee were at fault in leaving the delivery operation unattended while handling receipt documents in an adjoining office. The spill occurred as our agent had erroneously set up receipt valves to deliver product into Tank 6 instead of Tank 7. Problems were expanded as the tank's high level tank alarms failed to signal as it had inadvertently been turned off earlier.

Our Fuel Farm Manager had difficulty in contacting the New Jersey DEP Emergency Response Number on a timely basis (3:30 AM to 9:00 AM) and on reaching them determined that an additional agency, Bergen County Emergency Services, now also required notification. Pan Am OPNs shift supervisor was contacted in the early AM (8:00AM₊) following the early morning spill.

By the early morning, all agencies had been contacted and all product was recovered. No product flowed from our diked area at any time.

Immediately following the incident, Fuel Farm Manager and Exxon supervisory employees agreed on the following action steps, which have been taken:

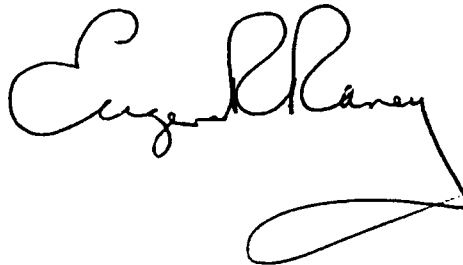
1. Mark all tank valves at their location as to which tank they relate to.
2. Cover all high level alarm switches with a clear box to assure no accidental shutting off.
3. Retrain all fuel farm operators as to the importance of identifying the proper tank which they are working with, constant checking of high level alarm operation, as well as, a total re-familiarization with operation procedures at the fuel farm.
4. Update and circulate a revised list of Emergency/Hazardous Response telephone numbers with appropriate instructions for timely reporting.

The revised Emergency/Hazardous Response guidelines and listings will be included in the Spill Prevention Control and Countermeasure Plan (last revision October, 1988), currently being updated. Revised SPCC will include instructions to notify all specified emergency notification contacts immediately following a reportable incident.

Revised SPCC will also incorporate instructions/procedures for operation of our new environmental improvements project currently underway at the fuel storage facility. This project incorporates a new ground oil/water separator, relocation of discharge lines, expansion of fuel farm dike area and a canopy over loading/unloading areas to divert water run-off.

We will review these SPCC changes with your office when compiled, and will distribute revised SPCC after you have approved it. We truly regret this incident occurred, but all involved have learned from it and have recommitted themselves to insure it never happens again.

ERR:slm
38260

A handwritten signature in black ink, appearing to read "Eugene P. Kasey". The signature is fluid and cursive, with a large loop at the end.

c - Mr. M. Leibbert
Mr. F. J. Marchhart
Mr. John Maguire
Mr. J. M. E. Mixter
Mr. A. K. Sharma
Mr. C. F. Smith
Mr. John Tanis

Exxon Company, U.S.A.
Teterboro Aircraft Services
Exxon Teterboro Airport Fuel Farm

EMERGENCY TELEPHONE NUMBERS FOR THIS FACILITY

NAME	PHONE NUMBER	DESCRIPTION
Pan American Ops.	288-1775	Airport Managment Shift Supervisor
Fire Department	911	Hasbrouck Fire Dept.
Police	288-3103	Teterboro Police
Ambulance	911	Hasbrouck Height 1st Aid
Fuel Farm Manager	347-5888	John E. Maguire
Terminal Manager	Off. 474-3496 Home. 256-6352	John Tanis EXXON Linden
Fleet Super.	Off. 474-3049 Home. 638-8831	Ken Jones
Refinery Supervisor	474-7432	Alternant Number J. Tanis
Bergen County	646-2700	Emergency Services
State Environ. Agcy. West Orange	Day 609-292-5560 Night 609-292-7172 Alt. # 669-3955	Any spill or leakage Greg Olds
Nat. Resp. Center	800-424-8802	Any spill or leakage Not contained
Clean up Contractor	225-4130	Clean Venture Inc.
Chemtrec	800-424-9300	For technical information relating to any spill.
Coast Gaurd	NY 212-264-3753 NJ 609-456-1370	Any spill/leakage into Navigable waters
Ingestion of Petro.	713-656-3424 713-656-2443	Exxon USA Medical Dept.
Osha Regional Off.	645-5930	Employee fatality
Public Affairs/Exxon	474-6803	Public Affairs Staff
Terminal Ops. Manger	Home 638-8831	Richard Archer

EXXON COMPANY, U.S.A.

POST OFFICE BOX 5197 • 3801 BOSTON STREET • BALTIMORE, MD 21224 • (410) 563-5142

MARKETING DEPARTMENT

W. J. ALT, JR.
AVIATION TERMINAL ENGINEER

October 22, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Submittal of Written Discharge
Confirmation Report Pursuant
to N.J.A.C. 7:1E-5.8
Case # 93-9-29-2245-37

Hazardous Waste Enforcement Element
New Jersey Department of Environmental
Protection & Energy
401 East State Street
CN 028
Trenton, NJ 08625-0028

Attn: Discharge Confirmation Report

Dear Sirs:

The purpose of this letter is to provide written confirmation of a report of a discharge at the subject location on September 29, 1993 pursuant to N.J.A.C. 7:1E-5.8. The information presented below is formatted to conform to paragraphs 1 thru 20 of the above - referenced section.

This site is currently under investigation for petroleum discharge as reported under Case # 92-10-2-1447-40. The investigation reports and remedial action work plan will be submitted to NJDEPE as they are completed. The area under investigation includes the area of this reported discharge.

We request that this case # 93-9-29-2245-37 be closed and that all future activities related to this discharge be included with the case number previously opened in 1992.

1. Name of Individual Making Discharge Notification

The original telephone report to the Department was made by William J. Alt, Jr., Exxon Company, USA, 1100 US Route #1-North, Linden, NJ 07036. Telephone Number 908-474-7824.

2. Name of Individual Submitting Confirmation Reports

Jay J. Hoffacker
Exxon Co., USA
1100 U.S. Route 1, North
Linden, NJ 07036
(908) 474-6189

3. Name of Individual/s Report Submitted on Behalf of:

Exxon Co., USA
Commercial Business - Aviation
1100 U.S. Route 1, North
Linden, NJ 07036
(908) 474-6189

4. Name of Person/s Responsible

Discharge occurred while surplus aviation fueler was being loaded onto transporter for removal from facility by Classic Carrier Company of Independence, MO. 816-461-5200, Mr. Gene Squires, Dispatcher. Transporter driven by Mr. Dale Harrison. Transporter is an agent for Garsite/TSR, Inc., Kansas City, Kansas.

5. Name of Facility Owner/Operator

Owner: Port Authority of New York and New Jersey
c/o Airport Manager - Teterboro Airport
Johnson Control World Services, Inc.
399 Industrial Avenue
Teterboro, NJ 07608
(201) 288-4710

Operator: Teterboro Aircraft Services
401 Industrial Avenue
Teterboro, NJ 07608
(201) 288-1880

Agent For: Exxon Co., USA
Commercial Business - Aviation
1100 U.S. Route 1, North
Linden, NJ 07036
(908) 474-6189

Name of Vehicle Owner

Seller of Surplus Vehicle:
Exxon Co., USA
Commercial Business - Aviation
800 Bell Street
Houston, Texas 77002
Attn: Michael F. Meola
(713) 656-4970

Purchaser of Surplus Vehicle

Garsite/TSR, Inc.
539 S. 10th Street
Kansas City, Kansas 66105
Mr. Philip Hodes, V.P.
(913) 342-5600

6. Source of Discharge

The source of the discharge was a surplus 8000 gallon aviation fueler being removed from facility.

7. Location of the Discharge

Site Name: Exxon Co., USA Teterboro Fuel Farm
Site Address: Malcolm Avenue
Tax Lot & Block: Lot 6, Block 201
Municipality: Borough of Teterboro
County: Bergen
EPA ID Number: NJD 981131675
Issued for: Exxon Storage Facility
Malcolm Ave.
Teterboro, NJ 07608

A site map is attached indicating the approximate location of the discharge.

8. Name of Substance Discharged

The common name of the substance released is Distillates (Petroleum) Turbo Fuel A, CAS # 64742-47-8

9. Estimate of Hazardous Substance Discharged

The best estimate of the quantity discharged is ten (10) gallons.

10. Date and Time of Discharge

Confirmation of discharge at approximately 10:30 PM on September 29, 1993. Telephone notification to the Department Operator #22 at approximately 10:45 PM.

11. Actions Taken to Contain, Clean up and Remove Discharge

The liquid was contained in the adjacent soil which was excavated and stored on a polyethylene liner on site. The soil has been securely covered with polyethylene liners and berms pending treatment at a permitted recycling facility. Absorbents used to contain and clean up any free liquid were manifested to a permitted disposal site, copy of Hazardous Waste Manifest # MDC 0389553 attached. Final proof of disposal of soil is not available at this time. Estimated Final Cost associated with cleanup is:

Clean Harbor Soil Excavation	\$4543
" " Absorbent Disposal	500
Handex Services	2000
Soil Samples	1000 EST
Soil Disposal	4200 EST
	<hr/>
	\$12243.00 EST.

13. Additional Corrective Measures Taken

All remaining surplus fuelers have been inspected to ensure no openings exist where product can leak to the environment. Pickup of surplus units has been restricted to daylight hours only (8:00 AM to 4:00 PM). Discussion of safe procedures for removal of surplus equipment has been held with the purchaser, Garsite/TSR, Inc. Soil samples have been collected from the excavation. Further action will be taken as appropriate to analytical results. The area in which the spill occurred has been included in a site-wide remedial investigation.

14. Entities Involved in Containment and Removal of Discharge

Exxon Company, U.S.A.
Aviation Operations
1100 U.S. Route 1, North
Linden, NJ 07036
(908) 474-6189

Exxon Company, U.S.A.
Distribution Environmental Engineering
1100 U.S. Route 1, North
Linden, NJ 07036
(908) 474-3460

Teterboro Aircraft Service, Inc. Handex of New Jersey
401 Industrial Ave. 500 Campus Drive
Teterboro, NJ 07608 Morganville, NJ 07751
(201) 288-1880 (908) 536-8500
Operating Agent for
Exxon Co., USA
Commercial Business - Aviation

Clean Harbors Environmental Services, Inc.
3 Sutton Place
Edison, NJ 08817
(908) 248-1997

Teterboro Airport Operations
399 Industrial Avenue
Teterboro, NJ 07608
Mr. Henry Trepicchio
Operation Supervisor
(201) 288-1775

Bergen County
Department of Health Services
Emergency Response/Hazardous Materials Unit
327 Ridgewood Ave.
Paramus, NJ 07652-4895
Mr. John Migliaccio
Environmental Health Specialist
(201) 599-6239

15. Samples Description

Post-excavation soil samples have been collected for analysis. A discussion of the sampling event and a sketch of the sample locations are included as Attachment to this report.

16. Sample Analysis Results

Results of the analysis of the soil samples have not been received as of this date. Results will be transmitted to NJDEPE following receipt by Exxon. A copy of the consultant's final report will also be transmitted to NJDEPE following its receipt by Exxon. We request a ninety (90) day extension of the deadline to submit analytic data. As stated in the opening of this letter, the site is already under investigation and investigation reports and work plan will be submitted to NJDEPE as they are completed.

17. Financial Responsibility Documentation

Documentation of financial responsibility is not applicable to this facility as it is not classified as a Major Facility as defined under N.J.A.C. 7:1E-4.5. Its current storage capacity is 90,000 gallons.

18. Supplemental Information

No supplemental information is being submitted with this report. Additional information will be provided to NJDEPE as it is developed.

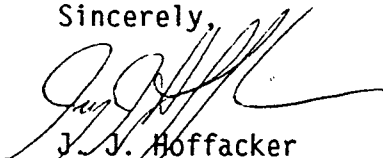
19. Additional Information Requested by the NJDEPE

No additional information regarding this discharge has been requested by the NJDEPE.

20. Certification

This written confirmation report is certified pursuant to NJAC 7:1E-4.11 and the certification is made subject to the statutory provisions of the NJSA 2C:28-3(a). I certify under the penalty of law that the information provided in this document is true, accurate, and complete. I am aware that there are significant civil and criminal penalties, including fines and/or imprisonment, for submitting false, inaccurate, or incomplete information.

Sincerely,



J. J. Hoffacker
Aviation Operations Supervisor
Exxon Co., U.S.A.

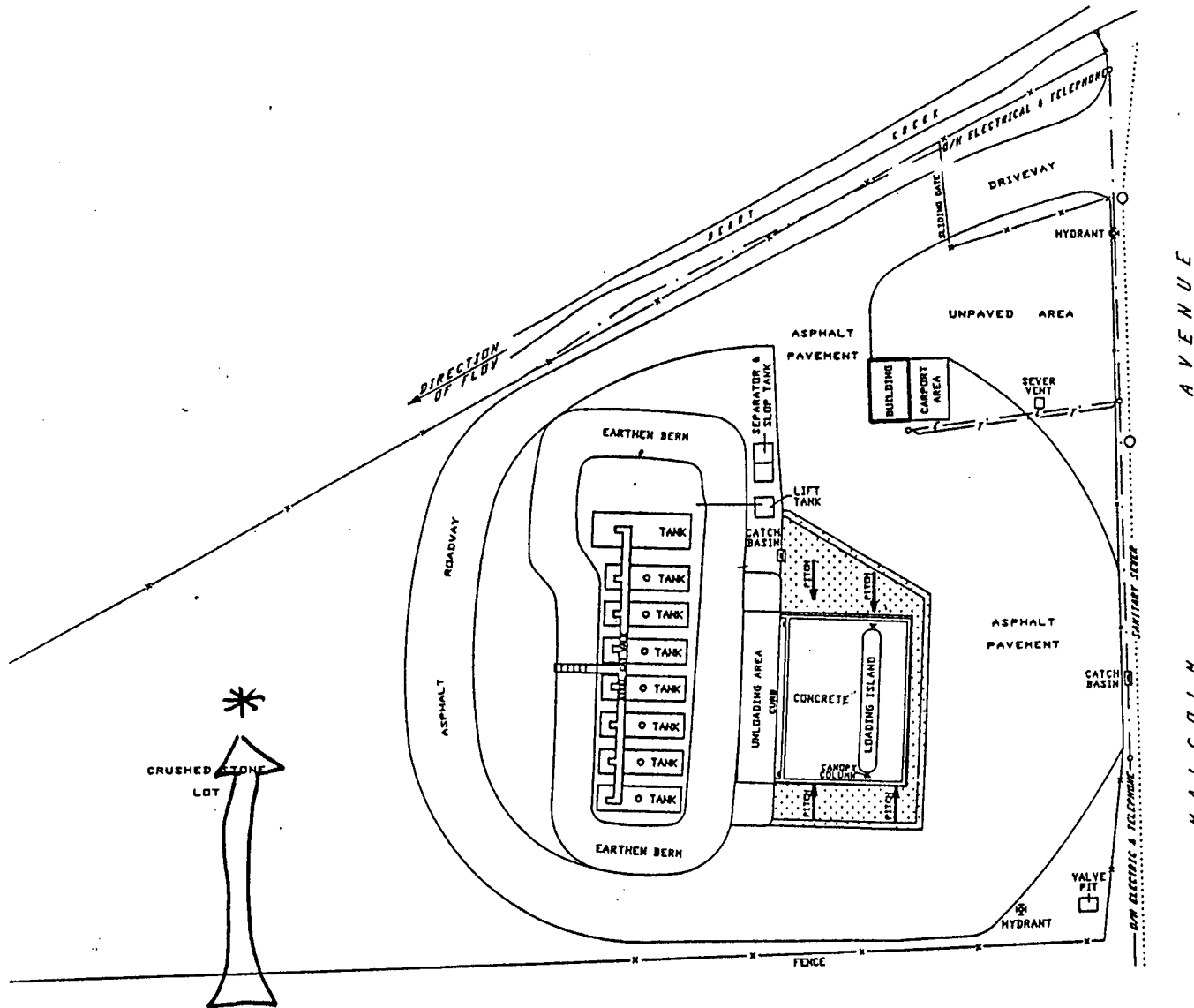
JJH/mjd

cc: Ms. Jodie Stein
Sr. Environmental Specialist
NJDEPE
Div. of Responsible Party Site Remediation
2 Babcock Place
W. Orange, NJ 07052

Mr. Charles Kurtz
Dir. Facilities Engineering & Development
Johnson Controls World Services, Inc.
90 Moonachie Avenue
Teterboro, NJ 07608

D.L. Thibodeau
W.J. Alt, Jr.
W. Smith
J.J. Schlembach
R.A. Cashill
L.A. Rachford

FIGURE 1
 SITE PLAN
 TETERBORD AIRPORT FUEL FARM
 LOCATION No. 3033
 TETERBORD, NEW JERSEY



APPROXIMATE LOCATION
 OF DISCHARGE

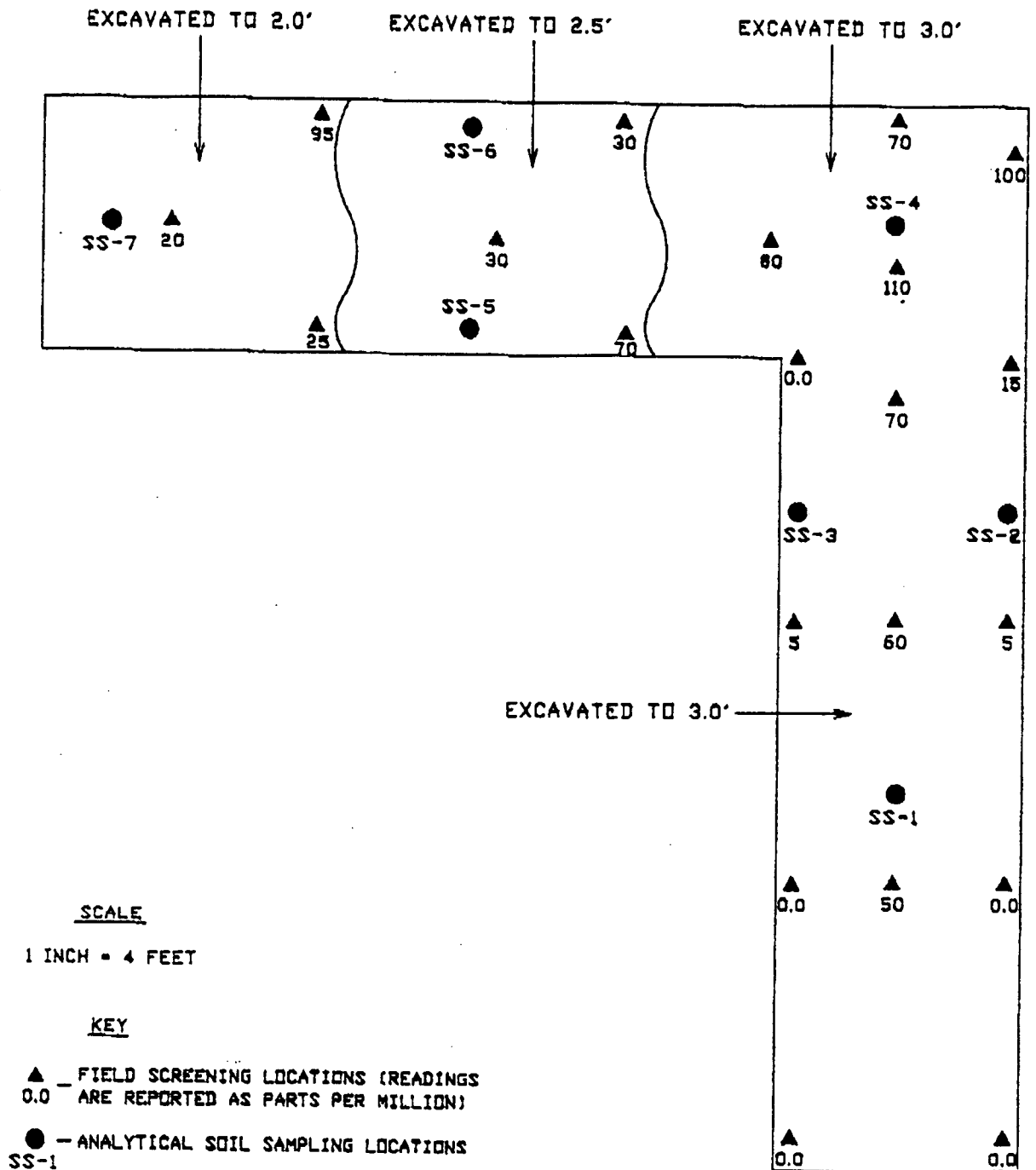
0 10 20 30 40 50 FT.
 SCALE: 1 INCH = 40 FT.

FIGURE 2

FIELD SCREENING & SOIL SAMPLING LOCATIONS

TETERBORO AIRPORT FUEL FARM

LOCATION No. 3033
TETERBORO, NEW JERSEY



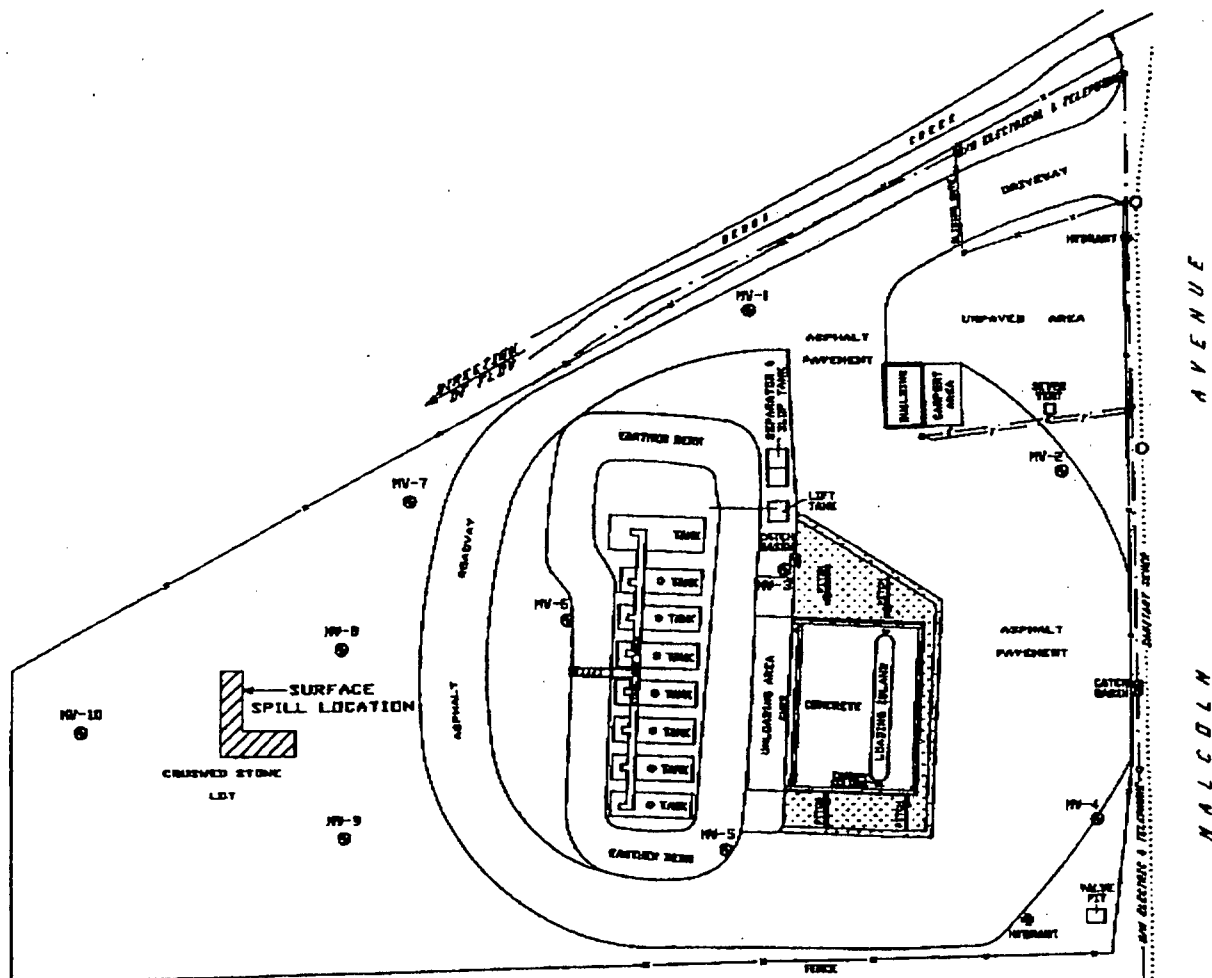


FIGURE 1

EXCAVATION LOCATION

TETERBORO AIRPORT FUEL FARM

LOCATION No. 3033

TETERBORO, NEW JERSEY

0 10 20 30 40 50 FT.
SCALE: 1 INCH = 40 FT.

POST-EXCAVATION SOIL SAMPLING

Surface Spill Area Post-Excavation Soil Sampling

On October 5, 1993, Handex of New Jersey was contracted by Exxon Company U.S.A. to supervise the excavation of soil which had been impacted by a surface spill of approximately five to ten gallons of JET-A aviation fuel (jet fuel). The on-site location of the surface spill is depicted on the Figure 1. Post-excavation soil samples were collected by the Handex representative following excavation of the impacted soil. The excavation followed the surface outline of the spill and was expanded in width to completely remediate the impacted soils. A total of seven post-excavation soil samples (designated SS-1 through SS-7) were collected at 0 to 6 inches from the base of the excavation. Soil samples SS-1 through SS-4 were collected at an interval of 3.0 to 3.5 feet below grade, while soil samples SS-5 and SS-6 were collected from 2.5 to 3.0 feet below grade. Additionally, soil sample SS-7 was collected from 2.0 to 2.5 feet below grade. All post-excavation soil sample locations are depicted on Figure 2.

Each of the soil samples collected was submitted to Analab Inc., Edison, New Jersey (New Jersey Certification # 12531) and analyzed for volatile organic compounds using EPA Method 8240 calibrated for xylenes and naphthalene, plus the identification and quantification of ten associated peaks (VO + 10). The analytical testing is consistent with the New Jersey Department of Environmental Protection and Energy requirements for post-remedial soil sampling for areas which have been impacted by jet fuel, as was presented in the New Jersey Register, Monday, May 4, 1992 "Technical Requirements for Site Remediation", N.J.A.C. 7:26E, Subchapter 2.

Field Screening Results

Hydrocarbon profiles within the surface spill excavation were defined by field screening soil within the excavations using a photo ionization device (PID) (HNU Model PI 101 equipped with a 10.2 eV lamp and calibrated to 100 ppm isobutylene standard). PID readings were recorded from discrete sample locations at the base of the excavation. To conduct the field screening, a clean jar was half filled with soil collected from each location. The jars were then sealed and allowed to stand for a period of 5 minutes. The field screening locations and the recorded PID readings for each location are provided on Figure 2.

As depicted on Figure 2, the screening locations ranged from 0 to 110 parts per million (ppm). The lowest PID readings were recorded in the northwestern portion of the excavation, while the relatively higher readings were recorded in the southern corner of the excavation in the vicinity of soil sample SS-4.

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID NO. **MJD 03131673**

Manifest Document No. **1** Page 1 of 2

Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address: **Ernst Co. USA**
Box 65 - Attn: J. Hoffacker
E Linden, NJ 07036

4. Generator's Phone: **908 674-6182**

5. State Manifest Document Number: **MDC 0389553**

6. State Generator's ID Number: **Malcolm Avenue Teterboro, NJ**

7. State Transporter's ID Number: **HWH 1416**

8. Transporter's Phone: **(617) 353-5111**

5. Transporter 1 (Company Name): **Clean Harbors Env. Services, Inc.**

6. US EPA ID Number: **MAD 039322250**

7. Transporter 2 (Company Name):

8. US EPA ID Number:

9. Designated Facility Name and Site Address: **Clean Harbors of Baltimore, Inc.**
1910 Russell Street
Baltimore, MD 21230

10. US EPA ID Number: **MAD 030565159**

11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number): **Kerosene contaminated solids, Ext D.O.T. regulated**

12. Containers: No. **1** Type **DRUM**

13. Total Quantity: **300**

14. Unit W/Vol: **0**

15. Waste No.: **1125**

1. Additional Description for Materials Listed Above

HAZ CODE	State	Physical	Specific Gravity	Percentage	HAZ CODE	State	Physical	Specific Gravity	Percentage
1	2	1	0	5					

5. Special Handling Instructions and Additional Information: **Emergency # (800) 645-8265**

11a. **812336**

11b. **07739**

6. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and Maryland Statutes or Regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

7. Transporter 1 (Acknowledgement of Receipt of Materials): **W J ALT JR**

8. Transporter 2 (Acknowledgement of Receipt of Materials): **Mike Kuzin**

9. Discrepancy Indication Space:

10. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.

11. Facility Owner or Operator: **Signature** **Date**

MDC 0389553



December 9, 2002

Seth Ausubel
Remedial Project Manager
United States Environmental Protection Agency
Region II
Emergency and Remedial Response Division
290 Broadway, 19th Floor
New York, NY 10007-1866

Re: Request for Information re: Berry's Creek Study Area, Bergen
County, New Jersey

Dear Mr. Ausubel:

This letter will confirm our conversation of today to the effect that RHI Holdings, Inc. has been granted until January 13, 2003, to file its response to the above referenced information request dated November 7, 2002.

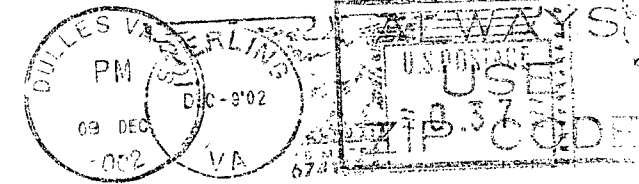
Thank you for your cooperation in this matter.

Sincerely,

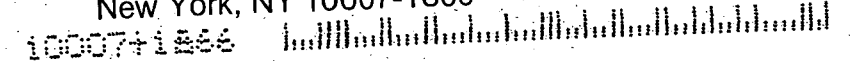
A handwritten signature in black ink, appearing to read "B. Michael Hodge". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

B. Michael Hodge
Asst. General Counsel

The Fairchild Corporation
45025 Aviation Drive, Suite 400
Dulles, VA 20166-7516



Seth Ausubel
Remedial Project Manager
United States Environmental Protection
Agency
Region II
290 Broadway, 19th Floor
New York, NY 10007-1866



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

B. Michael Hodge, Esq.
RFI Holdings Inc.
c/o The Fairchild Corporation
Suite 400
54025 Aviation Drive
Dulles, Virginia 20166-7516

2. Article Number (Copy from service label)

7001 0320 0002 3203 0706

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

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☐ Agent

☐ Addressee

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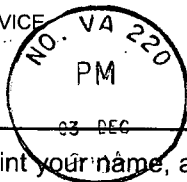
☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

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